

CITY OF CENTRAL, COLORADO
NOTICE OF A REGULAR MEETING of the CITY COUNCIL to be held on
Tuesday, November 3, 2015 @ 7:00 p.m.
141 Nevada Street, Central City, Colorado
AGENDA

The City Council meeting packets are prepared several days prior to the meetings and available for public inspection at City Hall during normal business hours the Monday prior to the meeting. This information is reviewed and studied by the City Council members, eliminating lengthy discussions to gain basic understanding. Timely action and short discussion on agenda items does not reflect lack of thought or analysis. Agendas are posted on the City's website, the City Hall bulletin board and at the Post Office the Friday prior to the Council meeting.

7:00pm Council Meeting

1. Call to Order.

2. Roll Call.
- | | |
|----------------------|------------------|
| Mayor | Ron Engels |
| Mayor <i>pro tem</i> | Kathy Heider |
| Council members | Shirley Voorhies |
| | Judy Laratta |

3. Pledge of Allegiance

4. Additions and/or Amendments to the Agenda.

5. Conflict of Interest.

6. Consent Agenda: The Consent Agenda contains items that can be decided without discussion. Any Council member may request removal of any item they do not want to consider without discussion or wish to vote no on, without jeopardizing the approval of other items on the consent agenda. Items removed will be placed under Action items in the order they appear on the agenda (this should be done prior to the motion to approve the consent agenda).

Regular Bill lists through October 29; and
City Council minutes: October 6, 2015.

PUBLIC FORUM/AUDIENCE PARTICIPATION – *(public comment on items on the agenda not including Public Hearing items)*; the City Council welcomes you here and thanks you for your time and concerns. If you wish to address the City Council, this is the time set on the agenda for you to do so. When you are recognized, please step to the podium, state your name and address then address the City Council. Your comments should be limited to **three (3) minutes per speaker**. The City Council may not respond to your comments this evening, rather they may take your comments and suggestions under advisement and your questions may be directed to the City Manager for follow-up. Thank you.

LIQUOR LICENSE AUTHORITY –

7. Modification of Premise for Reserve Casino Hotel to add doorway to patio on Level 2 and expand liquor storage area on Parking Level 1 (Bechtel)

SECOND READING AND PUBLIC HEARING –

8. Ordinance No. 15-07: An ordinance of the City Council of the City of Central, Colorado repealing and reenacting Chapter 14 of the City of Central Municipal Code in its entirety regarding sign regulations. (McAskin)
9. Ordinance No. 15-08: An ordinance of the City Council of the City of Central, Colorado approving a License Fee Rebate Agreement with G. F. Gaming Corporation. (McAskin)
10. Ordinance No. 15-09: An ordinance of the City Council of the City of Central, Colorado approving the Acquisition of Property Commonly Known as the Big-T Parking Lot. (McAskin)

ACTION ITEMS: NEW BUSINESS –

11. Appointment to 1-70 Coalition
12. Appointment to Gilpin County Ambulance
13. Main Street String Lighting Program (Miera)
14. Resolution No. 15-20: A resolution of the City Council of the City of Central, Colorado accepting a private monetary donation from Amos B. Clark Jr. on behalf of a family wishing to contribute to Historic Preservation in Central City and deciding on the allocation of those funds. (Miera)
15. Resolution No. 15-21: A resolution of the City Council of the City of Central calling for a Special Mail Ballot Election to be held on Tuesday, February 2, 2016, to elect a successor Councilperson to serve the remaining unexpired term of the council seat vacated by Councilperson Gaines. (Bechtel)

REPORTS –

16. Staff updates –

COUNCIL COMMENTS - limited to 5 minutes each member.

PUBLIC FORUM/AUDIENCE PARTICIPATION – for non-action items not Action or Public Hearing items on this agenda (same rules apply as outlined in the earlier Public Forum section).

EXECUTIVE SESSION –

Pursuant to C.R.S. Section 24-6-402(4)(b)(e) and (f) concerning negotiations related to an Employment Agreement for which the employee has consented and to receive legal advice related to the Employment Agreement.

ADJOURN. Next Council meeting November 17, 2015.

Posted 10/30/15

Please call Reba Bechtel, City Clerk at 303-582-5251 at least 48 hours prior to the Council meeting if you believe you will need special assistance or any reasonable accommodation in order to be in attendance at or participate in any such meeting.

**CITY OF CENTRAL
CASH ON HAND
10/29/2015**

Total Beginning ENB Cash on Hand 10/6/15 **363.94**

Deposits to ENB

Wires Out ENB

Cleared Checks

10/6/2015 363.94

<less previously approved & outstanding> 363.94

Total ENB Cash on Hand 10/29/15 **363.94**

Total COB Cash on Hand 10/6/15 **296,643.00**

Deposits to COB 890,354.84

Wires Out COB 163,035.00

Cleared Checks 129,514.58

10/2/2015 894,448.26

<less previously approved & outstanding> (120,741.72)

Device Fees Received

Total COB Cash on Hand 10/29/15 **773,706.54**

Total Beginning Colotrust Cash on Hand 10/2/15 **792,828.39**

Wires into Account

Wires out of Account

Total Colotrust Cash on Hand 10/2/15 **792,828.39**

TOTAL CASH ON HAND 10/29/15 **1,566,898.87**

CASH FLOW
CHECK LISTING

10/29/2015

Inv Date	Inv #	Ck. Date	CK#	Vendor	Description	Amount	Mail Date
9/2/15 0182497		10/27/15	130435	The Lighthouse Inc.	LED Worklamp	79.90	
10/19/15 46021		10/27/15	130436	Peak Performance Imaging	Metered Copies for City Hall & Police Dept.	647.77	
10/23/15 102315		10/27/15	130427	Daniel R. Miera	Expense Report from 3.2015-10.2015	5,655.86	
10/12/15 139358		10/27/15	130438	Fairfield and Woods	Sign Code Rewrite	2,684.00	
9/30/15 9930420551		10/27/15	130418	Airgas USA	3 Large Cylinder Rental	78.97	
9/15/15 45784		10/27/15	130419	Peak Performance Imaging	Annual Laserfiche Agreement	900.00	
10/14/15 101415A		10/27/15	130420	Deborah Wray	Historic Preservation	50.00	
9/30/15 501338482		10/27/15	130421	Modular Space Corporation	Single-Wide Rental for Public Works	136.60	
10/13/15 S17383		10/27/15	130422	Mechanical Solutions	Gas Leak Repair	223.00	
10/13/15 12601		10/27/15	130423	ROI Fire & Ballistics	Chain Package	373.00	
10/14/15 101415B		10/27/15	130424	Margaret Grant	Historic Preservation	50.00	
10/14/15 101415C		10/27/15	130426	Richard Willett	Historic Preservation	50.00	
10/14/15 101415D		10/27/15	130428	David Forsyth	Historic Preservation	50.00	
10/14/15 101415E		10/27/15	130249	Mary Wadham	Historic Preservation	50.00	
9/30/15 11349		10/27/15	130431	Griffin & Associates	Webstie Consulting	1,983.75	
9/25/15 092515		10/27/15	130432	Harv Mastalir	Reimbursement for Goltra Project at Scarlet's	402.74	
10/1/15 100115A		10/27/15	130433	City of Central, Water Department	Visitor Center & 740 Louis Drive	120.00	
9/29/15 62668-IN		10/27/15	130404	AV-Tech Electronics	TACTLD1	295.00	
10/16/15 13089782		10/27/15	130405	Bobcats of the Rockies	Filter & Oil Change	29.92	
9/28/15 5751-20708		10/27/15	130406	Clear Creek Supply	Hoses for vehicles	289.88	
9/29/15 52329		10/27/15	130407	Frontage Range Fire Appartus	Fire Truck Maintenance & Repair	4,589.59	
10/7/15 725-43716		10/27/15	130408	GCR Tires & Service	Vehicle Maintenance onPD Unit #22	1,042.00	
9/22/15 9024631		10/27/15	130409	Home Depot	Tools, Parts, Concrete & Grout	516.19	
10/19/15 0104703-00		10/27/15	130410	Office Stuff	Freshner, Plates, Sugarcane for PD	54.25	
10/8/15 9862575959		10/27/15	130413	Grainger	Vehicle Parts	279.26	
10/6/15 1510-01		10/27/15	130415	Gilpin County Historical Society	Payroll for Washington Hall	2,039.12	
9/18/15 4089097		10/27/15	130414	Galls Incorporated	Boots and Ear Piece for Police Officers	305.96	
10/14/15 0012004		10/27/15	130416	Deere & Ault Consultants, Inc.	Water Legal Counsel	4,363.00	
10/8/15 428284		10/27/15	130417	Golder Associates	Computer Maintenance & Support for Water Dept.	1,740.00	
7/24/15 64198-CM		10/26/15	130355	O.J. Watson Company Inc.	Fuel Kit & Power Pump	111.50	
9/30/15 2015-930		10/26/15	130403	Economic Strategies	Professional Services	666.67	
9/25/15 7688		10/26/15	130402	Wolfe Communications	GI Programmer	65.74	
9/8/15 52169		10/26/15	130401	Eastern CCTV	TV Lines & Sony Bullet Camera	168.00	
10/1/15 2015-3862		10/26/15	130398	Emergency Reporting	Fire Reporting	165.00	
9/9/15 090915F		10/26/15	130400	Mary Wadham	Historic Preservation	50.00	
9/9/15 090915E		10/26/15	130399	David Forsyth	Historic Preservation	50.00	
9/9/15 090915D		10/26/15	130393	Richard Willett	Historic Preservation	50.00	
9/9/15 090915C		10/26/15	130386	Margaret Grant	Historic Preservation	50.00	
9/9/15 090915B		10/26/15	130382	Deborah Wray	Historic Preservation	50.00	
9/9/15 090915A		10/26/15	130381	Alexander Thome	Historic Preservation	50.00	
9/18/15 D9-67301		10/26/15	130380	Accutest Mountain States	Testing for Water	140.00	
10/8/15 10306		10/26/15	130379	L.A.W.S.	Installment of Stripes on PD Unit	795.00	

CASH FLOW
CHECK LISTING

9/24/15 1710602012	10/26/15	130378 Interstate All Battery Center	Batteries	40.68
9/30/15 319153A	10/26/15	130376 Central Parts Warehouse	Cutting Edge Kit	367.22
9/4/15 0241459-IN	10/26/15	130375 Symbol Arts	Badges	326.00
10/1/15 12833421	10/26/15	130374 Stanley Convergent Security	Alarm Monitoring Charges	502.65
10/9/15 100815B	10/26/15	130373 Sprint	Long Distance Service	57.51
10/1/15 70246	10/26/15	130372 One Way Inc	Residential Refuse Collection	5,000.00
9/29/15 001-7832	10/26/15	130371 Cummins Rocky Mountain	Prem Blue Extreme	170.80
10/1/15 D70799-151	10/26/15	130370 Yesco	Maintenance Agreement	190.00
9/30/15 1048801	10/26/15	130369 Transwest Truck Trailer RV	Fuel Flush	2,044.42
8/1/05 10877	10/26/15	130368 Allen Technology Advising	Monthly IT Support	3,420.00
10/7/15 1011313	10/26/15	130367 RG and Associates LLC	Land Use & Planning Survey	473.25
10/5/15 60930	10/26/15	130366 Wear Parts & Equipment Co.	Cutting Edge for Loader	777.82
9/30/15 2.1424C	10/26/15	130365 Winder Michow & Cox LLP.	Legal Services	7,519.05
10/7/15 200387A	10/26/15	130364 The Supply Cache	Hand Tools	114.00
10/3/15 388543	10/26/15	130363 Pitney Bowes	Ink Cartridge and Postage Machine Monthly Fee	154.63
10/8/15 772158	10/26/15	130362 USA Blue Book	Flourescent FLT & Tablets	191.62
9/22/05 49979	10/26/15	130361 Med-Tech Resource Inc	MTR Digital Handheld & Resuscitator	155.41
9/30/15 5627959	10/26/15	130360 Public Safety Center	Safety Gear	257.33
10/7/15 750975	10/26/15	130358 Stevinson's Chevrolet	Fire Vehicle Maintenance & Repair	15,832.91
9/23/15 33029	10/26/15	130397 Alperstein & Covell PC	Professional Services for Water Department	8,600.00
10/1/15 100115	10/26/15	130395 Transunion Risk & Alternative	Background Check	7.25
10/10/05 47498650	10/26/15	130394 De Lage Landen	Printer Services	535.51
10/9/15 2183093	10/26/15	130392 Western Paper Distributors	Trash Bags, Hand Soap & Paper Towels	166.01
9/17/15 0419609-IN	10/26/15	130390 Rex Oil Company	Fuel	1,827.38
10/1/15 0358713-49	10/26/15	130389 Waste Management	Recycling & Refuse Containers	1,835.45
9/21/15 S2170275.0	10/26/15	130388 Pirtek North Valley	Vehicle Parts	74.67
10/9/15 030999437	10/26/15	130387 Safeguard	Banking Deposit Stamp	41.41
9/15/15 12110	10/26/15	130385 Intermountain Safety Shoes	Steel Toe Boots	129.85
9/28/15 620	10/26/15	130384 Mountain Tool and Feed	Parts for Backpack Blower	189.20
10/5/15 INV 13-749	10/26/15	130383 Morning Star Elevator	Service Contracts	591.00
9/10/15 0104271-00	10/26/15	130356 Office Stuff	Binders, Calculator, Envelopes, Pens	187.66
9/28/15 354716	10/26/15	130354 NAPA Auto Parts	Brake Pads, Blades, Fluid, Slip Hook & Filter	342.51
9/30/15 654843	10/26/15	130353 MEDVED	Maintenance on Vehicle due to Fuel Incident	1,486.37
9/17/15 186554	10/26/15	130352 The Lighthouse Inc.	LED Marker Lamps & Rocker Switches	165.56
9/18/15 TR1549	10/26/15	130351 CO Division of Fire Prevention	Training for Fire	160.00
9/22/15 20150614	10/26/15	130350 CH Diagnostic & Consulting	Surface MPA, Filter & Equipment	825.00
10/1/15 1001515E	10/26/15	130349 BH & CC Sanitation District	Sewer for Wash Hall, City Hall, Fire Station	592.00
9/28/15 10065	10/26/15	130348 American Data Group	Data Dump	130.00
9/30/15 DE73000717	10/26/15	130347 DPC Industries	Chlorine	24.00
Outstanding through ENB	363.94	Total Issued:		121,105.66
Outstanding through COB	120,741.72	Approved & Sent Checks:		34,107.86
		Pending Approval:		86,997.80

CASH FLOW
CHECK LISTING

10/29/2015

Total Pending Approval 10/6/2015	86,997.80
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**CITY OF CENTRAL
CITY COUNCIL MEETING
October 6, 2015**

CALL TO ORDER

A regular meeting of the City Council for the City of Central was called to order by Mayor Engels at 7:00 p.m., in City Hall on October 6, 2015.

ROLL CALL

Present: Mayor Engels
Mayor *pro tem* Heider
Alderman Gaines
Alderman Voorhies
Alderman Laratta

Absent: None

Staff Present: City Manager Miera
City Clerk Bechtel
Attorney McAskin
Finance Director Adame
Public Works Director Hoover
Fire Chief Allen

The Pledge of Allegiance was recited by all present.

ADDITIONS AND/OR AMENDMENTS TO THE AGENDA

The agenda was approved with a change to move Ordinance No. 15-7 to be the first Action Item.

CONFLICTS OF INTEREST

No Council Member disclosed a conflict regarding any item on the agenda.

CONSENT AGENDA

Alderman Gaines moved to approve the consent agenda containing the regular bill lists of September 17, 24, and October 1; and the City Council minutes for the meeting on September 15, 2015. Alderman Laratta seconded. In discussion, Alderman Gaines questioned the cost for turnover in the Police Department. City Manager Miera offered that staff is working to make improvements in cost savings for that department. When Mayor Engels called the question, the motion carried unanimously.

PUBLIC FORUM/AUDIENCE PARTICIPATION

No one requested time to address the Council.

ACTION ITEMS: NEW BUSINESS

Ordinance No. 15-7: An ordinance of the City Council of the City of Central, Colorado repealing and reenacting Chapter 14 of the City of Central Municipal Code in its entirety regarding sign regulations.

Attorney McAskin gave the background as follows:

Ordinance No. 15-07 proposes a new sign code for the City. In accordance with Section 8.1 of the City's Home Rule Charter, the City retained special counsel, Mr. Todd Messenger with the law firm of Fairfield & Woods, to assist the City with drafting a new sign code, on the recommendation of the City Attorney. Mr. Messenger has worked closely with the steering committee formed to provide input and recommendations on the new sign code, and also attended meetings with the City's Historic Preservation Commission ("HPC") regarding the new sign code.

City Council considered the new sign code at the September 15 and October 6, 2015 work sessions.

The proposed sign code has regulations which are intended to balance First Amendment concerns with the City's interest in advancing important, substantial and compelling governmental interests. Elements of the new sign code include regulations addressing the following: (1) clarifying the content-neutrality of the City's sign regulations; (2) the number, area, structure and placement of signs; (3) allowed materials and design elements; (4) lighting and illumination of signs; and (5) the maintenance and duration of signs (including temporary signs).

The HPC considered the proposed Ordinance at a public hearing held on September 9, 2015. Following the conclusion of the HPC hearing, HPC recommended approval of the new sign code to City Council.

Mayor *pro tem* Heider moved to approve Ordinance No. 15-07: An ordinance of the City Council of the City of Central, Colorado repealing and reenacting Chapter 14 of the City of Central Municipal Code in its entirety regarding sign regulations with amendments to include: cross referencing the zoning map; add barber poles; move the definitions to the beginning of the chapter; clarify administrative and public hearing for permits; revise definition of signs to include attention-grabbers; change minimum signable area to be able to display a sign; change term *de minimus* to plain English; allow 3ft side walk clearance at entries that are recessed; change City Manager or designee to city Manager's designee; and delete references to EMC's on first reading and further move to set second reading and public hearing for Tuesday, November 3, 2015, at 7:00 p.m. Alderman Gaines seconded, and without discussion, the motion carried unanimously.

Prospectors Run Snow Removal Agreement

Public Works Director Hoover reviewed the background:

In January 2010, the City entered into an Agreement with the Prospectors Run Homeowners Association (HOA) regarding snow removal on Mack Road for the period of January 1, 2010 through May 31, 2010. The HOA agreed to provide snow removal services for Mack Road at a cost to the City of \$800 per month. This Agreement was originally entered into in order to help mitigate any possible effects that the City's sand/salt ice mixture was having on Mack Road as it is not asphalt. The agreement has been renewed three subsequent times most recently for the 2014-2015 winter season. The proposed Agreement is for a continuation of the same services during the 2015-2016 snow season with a time period of October 1, 2015 through April 30, 2016. The total contract amount is for Five Thousand Six Hundred Dollars (\$5,600), or Eight Hundred Dollars (\$800) per

month. This amount is reflected in the City's adopted 2015 Budget and the 2016 Proposed Budget in the Public Works Department.

Mayor Engels asked about the current condition of Mack Road and if this agreement benefits the City. City Manager Miera stated that they use sand not salt to help with deterioration of the road and having this agreement allows the HOA to plow this street when they plow the other streets in the community and also frees up our City Crew to plow the rest of the City.

Jim Foreman, member of the new Prospectors Run HOA Board added that since August 31st they have seated a new board.

Alderman Voorhies moved to approve the Agreement for Snow Removal Services between the City of Central and Prospectors Run HOA. Mayor *pro tem* Heider seconded, and without discussion, the motion carried unanimously.

Acceptance of 2016 CIRSA Property/Casualty & WC Quotes

Finance Director Adame explained that the City has received CIRSA's Preliminary Contribution Quotes for 2016 Property/Casualty and Workers' Compensation Insurance coverage. In order for CIRSA to finalize the Quotes it is necessary for City Council to formally accept the quotes. By doing so, Council is choosing the City's insurance carrier for Property/Casualty and Workers' Compensation for 2016. CIRSA has granted a time extension and requires acceptance of their Preliminary Quotations by October 9, 2015.

- **Property/Casualty**- The Preliminary 2016 Quote is **\$74,677**. This is a decrease of 5.5% (\$4,365) from 2015's accepted premium amount. This quote reflects an overall decrease in CIRSA rates, a decrease in property/casualty claims from those made in 2015, and the fact that no major changes in equipment and/or vehicles are projected for the upcoming year. If major purchases in equipment and/or vehicles occur during 2016, a premium adjustment will be sent to the City when the assets are added to the policy. For reference, the City experienced an 8% cost decrease between 2014 and 2015.
- **Workers' Compensation**- The Preliminary 2016 quote is **\$46,935**. This is a decrease of 14% (\$7,803) from 2015's accepted premium amount. This quote is reflective of a decrease in CIRSA rates as well as an overall decrease in payroll (some of the most impacted class codes were some of the higher-rated codes, which in turn decreased the overall quote). For reference, the City experienced a 13% cost decrease between 2014 and 2015.

In May, the Finance Director prepares and submits to CIRSA information regarding the City's plans for personnel costs, property and equipment in the following year. CIRSA then uses this information along with the City's loss and claims history to prepare quotes for Property/Casualty and Workers' Compensation insurance coverage. Quotes are then submitted to City Council for formal approval. Once accepted by City Council, staff executes the Acceptance Form and returns it to CIRSA thereby committing to the quoted coverage for the following year.

The City did not request bids from other insurance agencies for 2016 because CIRSA is a preferred insurance provider for municipalities based on the advantages of participating in a pooled insurance group where all losses and gains are spread equally among all members. This method of pooling gains and losses generally equates to better pricing.

Alderman Voorhies moved to accept the 2016 CIRSA Property/Casualty and Worker's Compensation Preliminary Contribution Quotations. Alderman Laratta seconded, and without discussion, the motion carried unanimously.

Ordinance No. 15-8: An ordinance of the City Council of the City of Central, Colorado approving a License Fee Rebate Agreement with G. F. Gaming Corporation.

Attorney McAskin explained that Ordinance No. 15-08 approves a License Fee Rebate Agreement (the "Rebate Agreement") with G. F. Gaming Corporation (GF Gaming). The City is in need of securing funds in an amount sufficient to assist with the acquisition of the Big-T parking lot, together with funding necessary improvements to the parking lot.

GF Gaming has volunteered to assist the City in raising the necessary capital by pre-paying \$600,000 in annual license fees imposed in accordance with Section 6-5-30 of the Municipal Code, as the same may be amended from time to time, and as more specifically set forth in the Agreement. The initial draft of the Rebate Agreement is still in negotiations. The rebate will only be for the Device Fee and not the Transportation Fee.

Approval of the Rebate Agreement will require the City to recognize an additional \$600,000 in FY2015 revenue. The additional revenue was not anticipated when the FY2015 Budget was adopted. The fund and amounts of additional revenue are shown below:

<u>General Fund</u>	<u>Supplemental</u>	<u>Increase</u>
	(License Fee Revenue)	\$600,000
Total increase in Revenue (General Fund)		\$600,000

- **Interfund Transfer from the General Fund to the Capital Improvement Fund (\$600,000)**

Background information:

- GF Gaming has historically leased the Big-T parking lot from the current record owner, Pinnacle Entertainment, Inc.
- GF Gaming's agreement to pre-pay license fees will allow the City to acquire the Big-T parking lot from Pinnacle, as well as pay for certain repairs to the parking lot that are required.
- In the short term, it is anticipated that the Big-T lot will function as a public surface parking lot, and that customers and employees of the casinos operated and managed by GF Gaming will be allowed to use the parking lot.

Alderman Gaines moved to adopt Ordinance No. 15-8: An ordinance of the City Council of the City of Central, Colorado approving a License Fee Rebate Agreement with G. F. Gaming Corporation with second reading and Public Hearing, Tuesday, November 3, 2015 at 7:00 p.m. Alderman Voorhies seconded, and without discussion, the motion carried unanimously.

Ordinance No. 15-9: An ordinance of the City Council of the City of Central, Colorado approving the Acquisition of Property Commonly Known as the Big-T Parking Lot.

Attorney McAskin explained that Ordinance No. 15-09 approves the acquisition of certain property commonly known as the Big-T Parking Lot from the current record owner of the property, Pinnacle Entertainment, Inc., a Delaware corporation ("Pinnacle").

The City and Pinnacle are in the final stages of finalizing the Purchase and Sale Agreement for the subject property (the "Purchase Agreement"). A copy of the a draft of the Purchase Agreement is will be on file with the City Clerk's Office for review.

Approval of the Ordinance will require the City to expend General Fund monies to acquire the subject property and to fund anticipated improvements to the subject property. In the short term, the City anticipates operating the lot as a public parking lot.

Mayor Engels and Council expressed their thanks to the City Manager and City Attorney for their initiative and work to make this happen.

Alderman Voorhies moved to adopt Ordinance No. 15-9: An ordinance of the City Council of the City of Central, Colorado approving the Acquisition of Property Commonly Known as the Big-T Parking Lot. Alderman Gaines seconded, and without discussion, the motion carried unanimously.

STAFF UPDATES

City Manager Miera responded to Council questions on the following:

Central City Parkway/FEMA Project – most of the work is complete except for the S curves and the project is scheduled to complete by mid October

KOP – fencing has been moved back closer to the building

Energy Mineral Impact Grant – awarded \$100K with \$100K match to updated the 2003 Comp Plan, Design Guidelines, Land Use Codes

Belvidere – Jay Williams has had 2 agreements with the County which have expired and will have additional requirements to complete his removal of the contents. The Structural Assessment should be complete by the end of November and the County has submitted a grant application to the State Historic Fund for roofing repairs with a match of \$17K of which any participation from the City has not yet been determined but will be reflected in the 2016 budget.

Alderman Gaines offered thanks to Public Works Director Hoover for the completion of the Xcel/Eureka Project.

COUNCIL COMMENTS

Mayor Engels presented Alderman Gaines with a Certificate of Appreciation and thanked her for her service to the City. All Council expressed their thanks and best wishes. Alderman Voorhies invited everyone to the farewell Open House for the Gaines on October 15 at the Elks.

PUBLICFORUM/AUDIENCENPARTICIPATION

Jack Hidahl, 206 E 3rd High, reported that his home and the adjacent property now have independent water lines and separate meters. He also offered his thanks to City Manager Miera and Attorney McAskin on their efforts to negotiate the purchase of the Big T Lot. All Council added their thanks as well.

At 7:48 p.m., Mayor Engels adjourned the meeting.

The next Council meeting is scheduled for October 20, 2015 at 7:00 p.m.



AGENDA ITEM # 7

CITY COUNCIL COMMUNICATION FORM

FROM: Reba Bechtel, City Clerk

DATE: November 3, 2015

ITEM: Permanent Modification of Premise for RCH Colorado, LLC dba Reserve Casino Hotel to include the addition of a doorway to a patio on Casino Level 2 and expansion of liquor storage area on Parking Level 1

NEXT STEP: Council Motion

☐ ORDINANCE
☒ MOTION
☐ INFORMATION

- I. **REQUEST OR ISSUE:** Staff is requesting Council approval for a Permanent Modification of Premise RCH Colorado, LLC dba Reserve Casino Hotel to include the addition of a doorway to a patio on Casino Level 2 and expansion of liquor storage area on Parking Level 1
- II. **RECOMMENDED ACTION / NEXT STEP:** Approve request as stated above.
- III. **FISCAL IMPACTS:** N/A
- IV. **BACKGROUND INFORMATION:** This modification is the first step for Reserve Casino Hotel to make the changes necessary without affecting business while going through the process for a 2nd liquor license and Common Consumption Area to allow for extended liquor serving hours.
- V. **LEGAL ISSUES:** None
- VI. **CONFLICTS OR ENVIRONMENTAL ISSUES:** None
- VII. **SUMMARY AND ALTERNATIVES:**
Council may take one of the following actions:
1. Move to approve the request.
2. Move to deny the request.



DILL DILL CARR STONBRAKER & HUTCHINGS, PC

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H. Alan Dill

Robert A. Dill

Thomas M. Dunn

John A. Hutchings

Stephen M. Lee

Fay M. Matsukage²

Adam P. Stapen

Jon Stonbraker

Craig A. Stoner

Frank W. Suyat

Patrick D. Tooley

Arthur H. Bosworth, II, of Counsel

¹ Also licensed in Washington

² Also licensed in Nevada

³ Also licensed in Florida

VIA EMAIL

October 29th, 2015

Reba Bectel
City of Central
141 Nevada Street
Central City, CO 80427

Re: MODIFICATION NARRATIVE
RCH COLORADO, LLC dba Reserve Casino Hotel
321 Gregory Street Central City, CO 80427
Attorney: Kevin Coates
Paralegal: Brent Eads

Dear Reba:

Attached, please find a new set of "before" and "after" diagrams. The "after" diagrams may provide additional detail but no material changes from the "before" diagrams except as follows:

- 1) Addition of a doorway to a patio on Casino Level 2 – Page 5 of after diagram.
- 2) Expansion of liquor storage area on Parking Level 1 – Page 2 of after diagram

Please let me know if I can provide any additional detail or assistance.

Thank you,


Kevin Coates
Attorney for Applicant
kcoates@dillanddill.com
303-777-3737

PERMIT APPLICATION AND REPORT OF CHANGES

CURRENT LICENSE NUMBER 42885800000

ALL ANSWERS MUST BE PRINTED IN BLACK INK OR TYPEWRITTEN

LOCAL LICENSE FEE \$ _____

APPLICANT SHOULD OBTAIN A COLORADO LIQUOR & BEER CODE BOOK TO ORDER CALL (303) 370-2165

1. Applicant is a

- ☐ Corporation ☐ Individual
☐ Partnership ☒ Limited Liability Company

PRESIDENT LICENSE NUMBER

42885800000

2. Name of Licensee

RCH Colorado LLC

3. Trade Name

Reserve Casino Hotel

4. Location Address

321 Gregory Street

City

Central City

County

Gilpin

ZIP

80427

SELECT THE APPROPRIATE SECTION BELOW AND PROCEED TO THE INSTRUCTIONS ON PAGE 2.

Section A - Manager reg/change

- License Account No. _____
- 1983-750 (999) ☐ Manager's Registration (Hotel & Restr.)..\$75.00
- 2012-750 (999) ☐ Manager's Registration (Tavern).....\$75.00
- ☐ Change of Manager (Other Licenses) NO FEE

Section B - Duplicate License

- Liquor License No. _____
- 2270-100 (999) ☐ Duplicate License\$50.00

Section C

- 2210-100 (999) ☐ Retail Warehouse Storage Permit (ea) \$100.00
- 2200-100 (999) ☐ Wholesale Branch House Permit (ea).... 100.00
- 2260-100 (999) ☐ Change Corp. or Trade Name Permit (ea) . 50.00
- 2230-100 (999) ☐ Change Location Permit (ea)..... 150.00
- 2280-100 (999) ☒ Change, Alter or Modify Premises
\$150.00 x Perm Total Fee 150.00
- 2220-100 (999) ☐ Addition of Optional Premises to Existing H/R
\$100.00 x _____ Total Fee _____
- 1988-100 (999) ☐ Addition of Related Facility to Resort Complex
\$75.00 x _____ Total Fee _____

DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY

DATE LICENSE ISSUED

LICENSE ACCOUNT NUMBER

PERIOD

-750 (999)

-100 (999)

The State may convert your check to a one time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department of Revenue may collect the payment amount directly from your bank account electronically.

TOTAL
AMOUNT DUE \$

.00

INSTRUCTION SHEET

FOR ALL SECTIONS, COMPLETE QUESTIONS 1-4 LOCATED ON PAGE 1

☐ **Section A**

To Register or Change Managers, check the appropriate box in section A and complete question 8 on page 4. Proceed to the Oath of Applicant for signature (Please note: Hotel, Restaurant, and Tavern licensees are required to register their managers).

☐ **Section B**


For a Duplicate license, be sure to include the liquor license number in section B on page 1 and proceed to page 4 for Oath of Applicant signature.

☒ **Section C**

Check the appropriate box in section C and proceed below.

- 1) **For a Retail Warehouse Storage Permit**, go to page 3 complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 4 for Oath of Applicant signature.
- 2) **For a Wholesale Branch House Permit**, go to page 3 and complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 4 for Oath of Applicant signature.
- 3) **To Change Trade Name or Corporation Name**, go to page 3 and complete question 6 (be sure to check the appropriate box). Submit the necessary information and proceed to page 4 for Oath of Applicant signature.
- 4) **To modify Premise**, go to page 4 and complete question 9. Submit the necessary information and proceed to page 4 for Oath of Applicant signature.
- 5) **For Optional Premises or Related Facilities** go to page 4 and complete question 9. Submit the necessary information and proceed to page 4 for Oath of Applicant signature.
- 6) **To Change Location**, go to page 3 and complete question 7. Submit the necessary information and proceed to page 4 for Oath of Applicant signature.

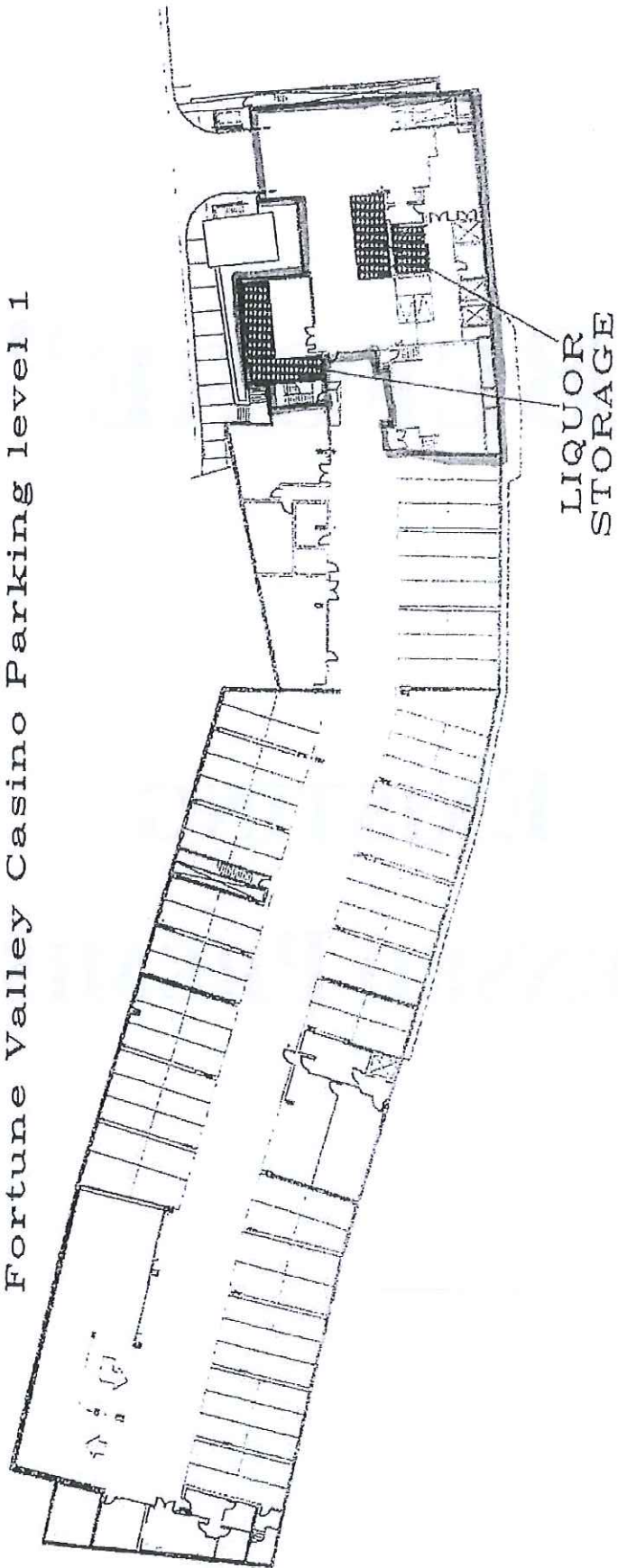
STORAGE PERMIT	<p>5. Retail Warehouse Storage Permit or a Wholesalers Branch House Permit N/A</p> <p><input type="checkbox"/> Retail Warehouse Permit for:</p> <p style="margin-left: 20px;"><input type="checkbox"/> On-Premises Licensee (Taverns, Restaurants etc.)</p> <p style="margin-left: 20px;"><input type="checkbox"/> Off-Premises Licensee (Liquor stores)</p> <p><input type="checkbox"/> Wholesalers Branch House Permit</p> <p>Address of storage premise: _____</p> <p>City _____, County _____, Zip _____</p> <p>Attach a deed/ lease or rental agreement for the storage premises. Attach a detailed diagram of the storage premises.</p>								
CHANGE TRADE NAME OR CORPORATE NAME	<p>6. Change of Trade Name or Corporation Name N/A</p> <p><input type="checkbox"/> Change of Trade name / DBA only</p> <p><input type="checkbox"/> Corporate Name Change (Attach the following supporting documents)</p> <p style="margin-left: 20px;">1. Certificate of Amendment filed with the Secretary of State, or</p> <p style="margin-left: 20px;">2. Statement of Change filed with the Secretary of State, <u>and</u></p> <p style="margin-left: 20px;">3. Minutes of Corporate meeting, Limited Liability Members meeting, Partnership agreement.</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <tr> <td style="width: 50%; padding: 2px;">Old Trade Name</td> <td style="width: 50%; padding: 2px;">New Trade Name</td> </tr> <tr> <td style="height: 30px;"></td> <td></td> </tr> <tr> <td style="padding: 2px;">Old Corporate Name</td> <td style="padding: 2px;">New Corporate Name</td> </tr> <tr> <td style="height: 30px;"></td> <td></td> </tr> </table>	Old Trade Name	New Trade Name			Old Corporate Name	New Corporate Name		
Old Trade Name	New Trade Name								
Old Corporate Name	New Corporate Name								
CHANGE OF LOCATION	<p>7. Change of Location N/A</p> <p>NOTE TO RETAIL LICENSEES: An application to change location has a local application fee of \$750 payable to your local licensing authority. You may only change location within the same jurisdiction as the original license that was issued. Pursuant to 12-47-311 (1) C.R.S. Your application must be on file with the local authority thirty (30) days before a public hearing can be held.</p> <p>Date filed with Local Authority _____ Date of Hearing _____</p> <p>(a) Address of current premises _____</p> <p style="margin-left: 20px;">City _____ County _____ Zip _____</p> <p>(b) Address of proposed New Premises (Attach copy of the deed or lease that establishes possession of the premises by the licensee)</p> <p style="margin-left: 20px;">Address _____</p> <p style="margin-left: 20px;">City _____ County _____ Zip _____</p> <p>(c) New mailing address if applicable.</p> <p style="margin-left: 20px;">Address _____</p> <p style="margin-left: 20px;">City _____ County _____ State _____ Zip _____</p> <p>(d) Attach detailed diagram of the premises showing where the alcohol beverages will be stored, served, possessed or consumed. Include kitchen area(s) for hotel and restaurants.</p>								

CHANGE OF MANAGER	<p>8. Change of Manager or to Register the Manager of a Tavern or a Hotel and Restaurant liquor license.</p> <p>(a) Change of Manager (attach Individual History DR 8404-I H/R and Tavern only) N/A</p> <p>Former manager's name _____</p> <p>New manager's name _____</p> <p>(b) Date of Employment _____</p> <p>Has manager ever managed a liquor licensed establishment?..... Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Does manager have a financial interest in any other liquor licensed establishment?..... Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If yes, give name and location of establishment _____</p>	
MODIFY PREMISES OR ADDITION OF OPTIONAL PREMISES OR RELATED FACILITY	<p>9. Modification of Premises, Addition of an Optional Premises, or Addition of Related Facility</p> <p>NOTE: Licensees may not modify or add to their licensed premises until approved by state and local authorities.</p> <p>(a) Describe change proposed _____</p> <p><u>Doorway added to the outside on "Casino Level 2" and expansion of liquor storage area on "Parking Level 1". See before and after diagrams.</u></p> <p>(b) If the modification is temporary, when will the proposed change:</p> <p>Start <u>Permenant</u> (mo/day/year) End <u>Permenant</u> (mo/day/year)</p> <p>NOTE: THE TOTAL STATE FEE FOR TEMPORARY MODIFICATION IS \$300.00</p> <p>(c) Will the proposed change result in the licensed premises now being located within 500 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?</p> <p>(If yes, explain in detail and describe any exemptions that apply) Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>(d) Is the proposed change in compliance with local building and zoning laws?..... Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>(e) If this modification is for an additional Hotel and Restaurant Optional Premises or Resort Complex Related Facility, has the local authority authorized by resolution or ordinance the issuance of optional premises?</p> <p>..... Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>(f) Attach a diagram of the current licensed premises and a diagram of the proposed changes for the licensed premises.</p> <p>(g) Attach any existing lease that is revised due to the modification.</p>	
<p>OATH OF APPLICANT</p> <p>I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.</p>		
Signature 	<p>Title</p> <p>Manager</p>	<p>Date</p> <p>11/2/15</p>
<p>REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY / COUNTY)</p> <p>The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the applicable provisions of Title 12, Articles 46 and 47, C.R.S., as amended. THEREFORE, THIS APPLICATION IS APPROVED.</p>		
Local Licensing Authority (City or County)		Date filed with Local Authority
Signature	Title	Date
<p>REPORT OF STATE LICENSING AUTHORITY</p> <p>The foregoing has been examined and complies with the filing requirements of Title 12, Article 47, C.R.S., as amended.</p>		
Signature	Title	Date

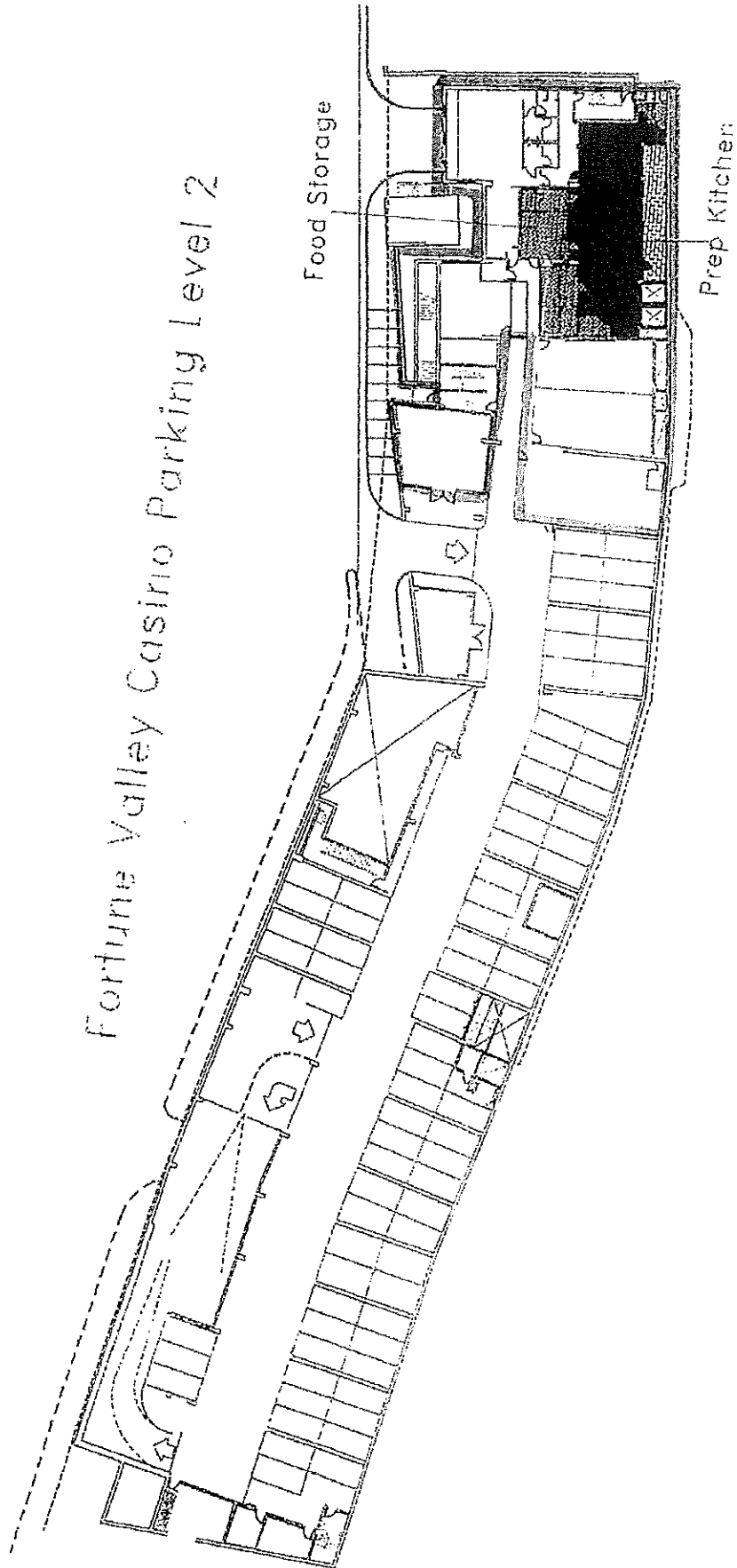
“BEFORE”

**EXISTING
LICENSED PREMISES**

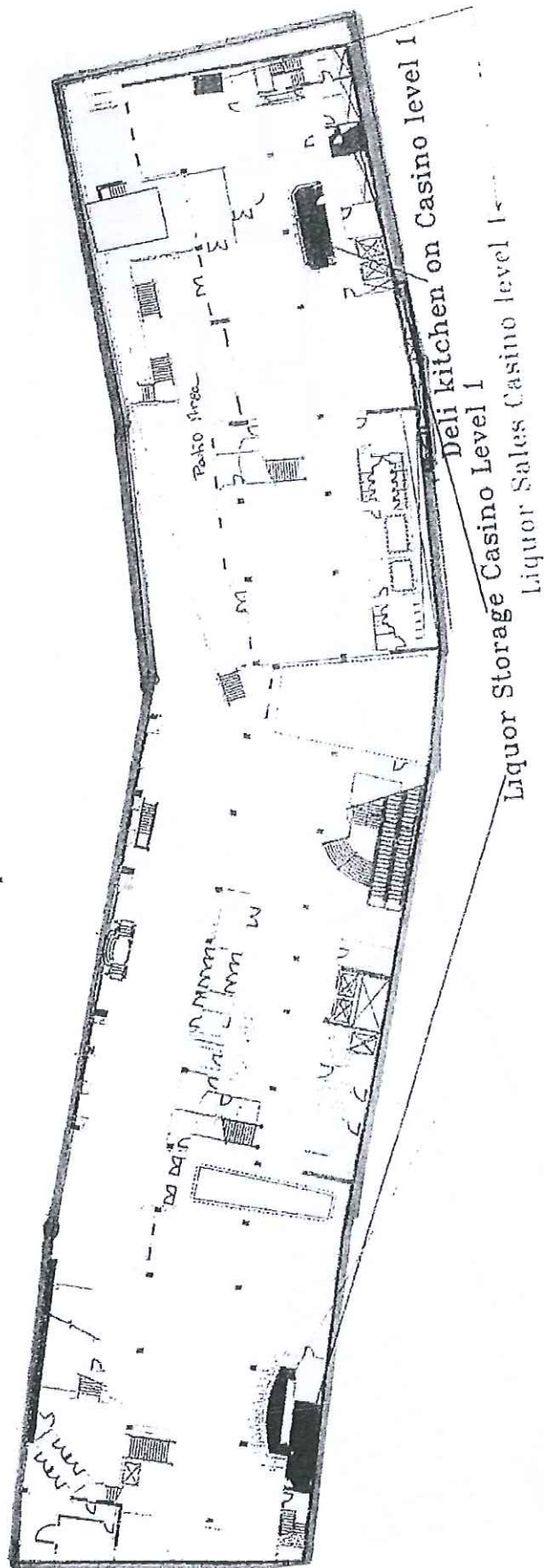
Fortune Valley Casino Parking level 1



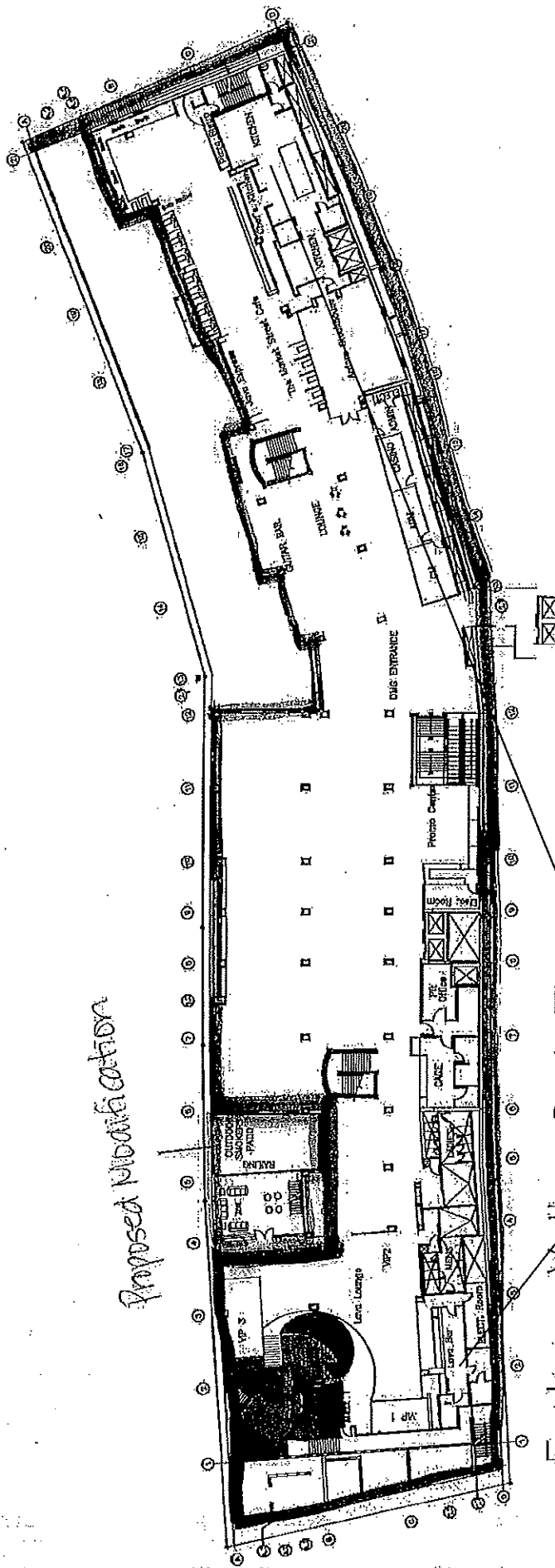
Fortune Valley Casino Parking Level 2



Fortune Valley Casino Level 1



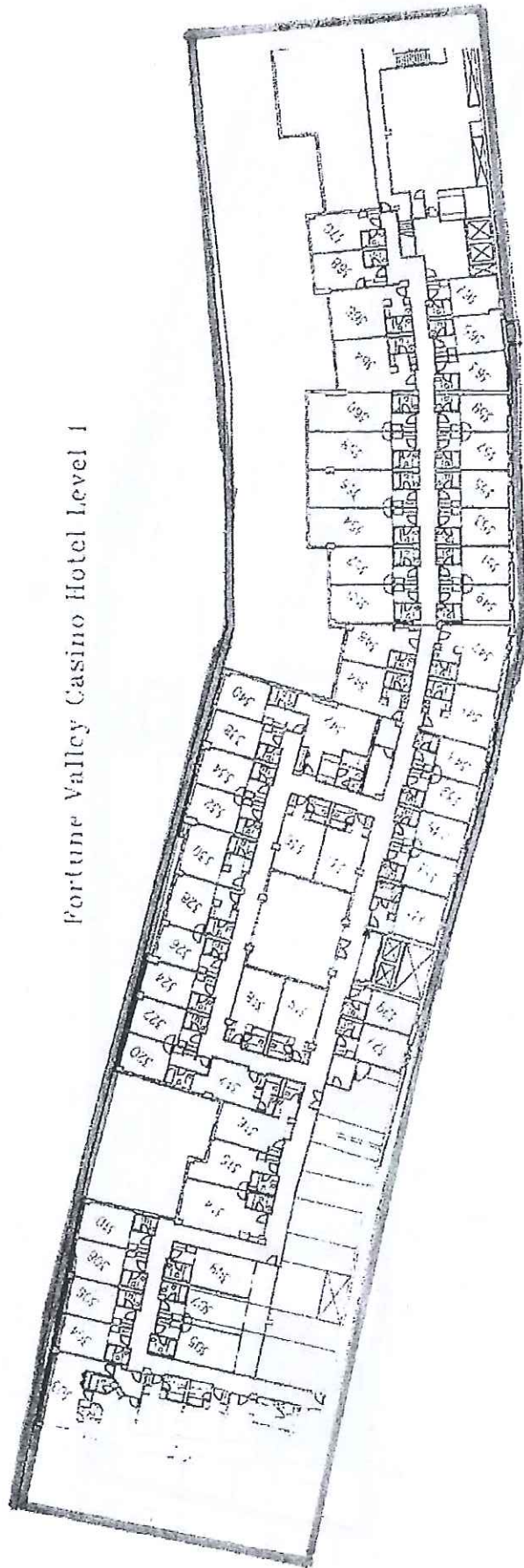
Proposed Modification



~~Fortune Valley 2nd Floor Casino~~

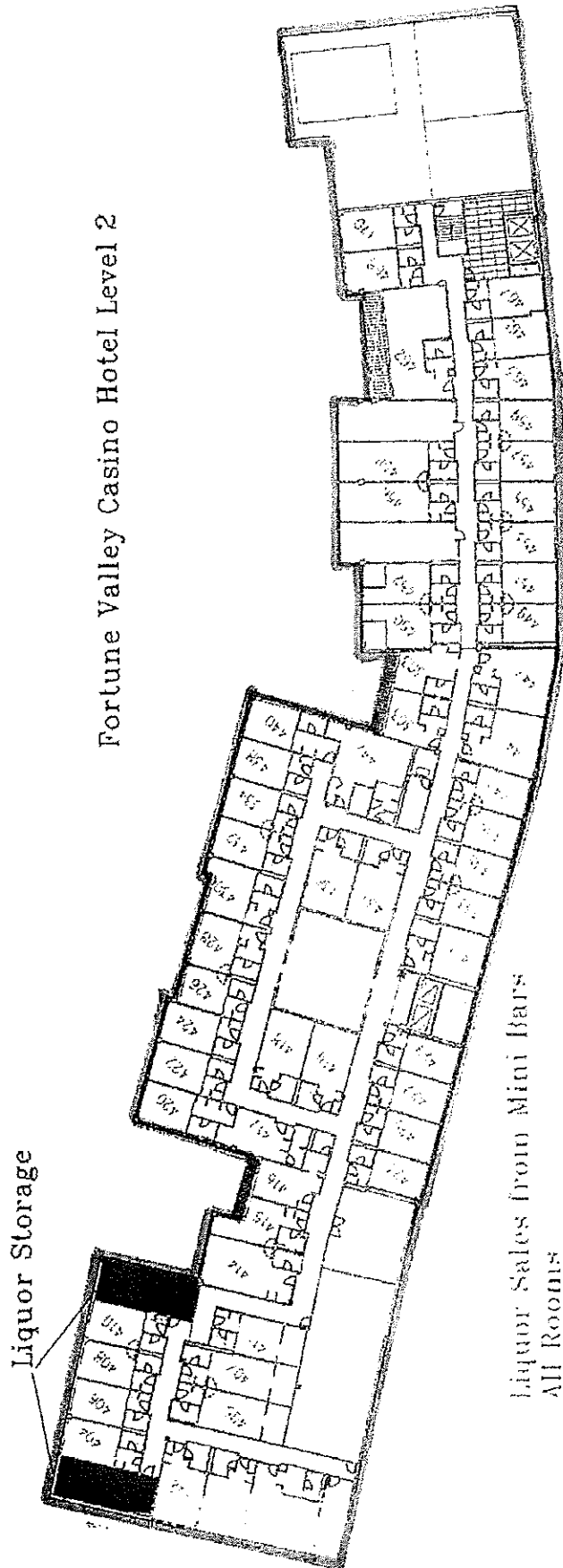
Liquor Storage

Fortune Valley Casino Hotel Level 1



Liquor Sales from Mini Bars
All Rooms

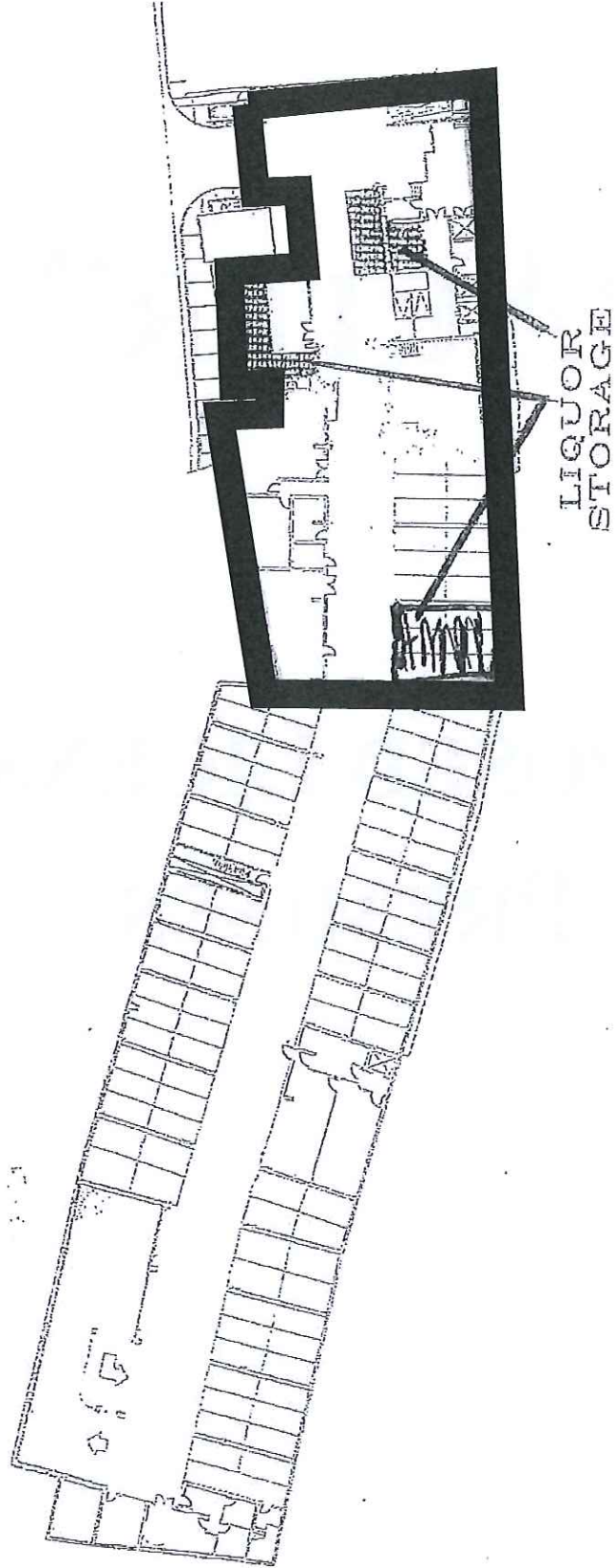
Fortune Valley Casino Hotel Level 2



“AFTER”

**PROPOSED LICENSED
PREMISES**

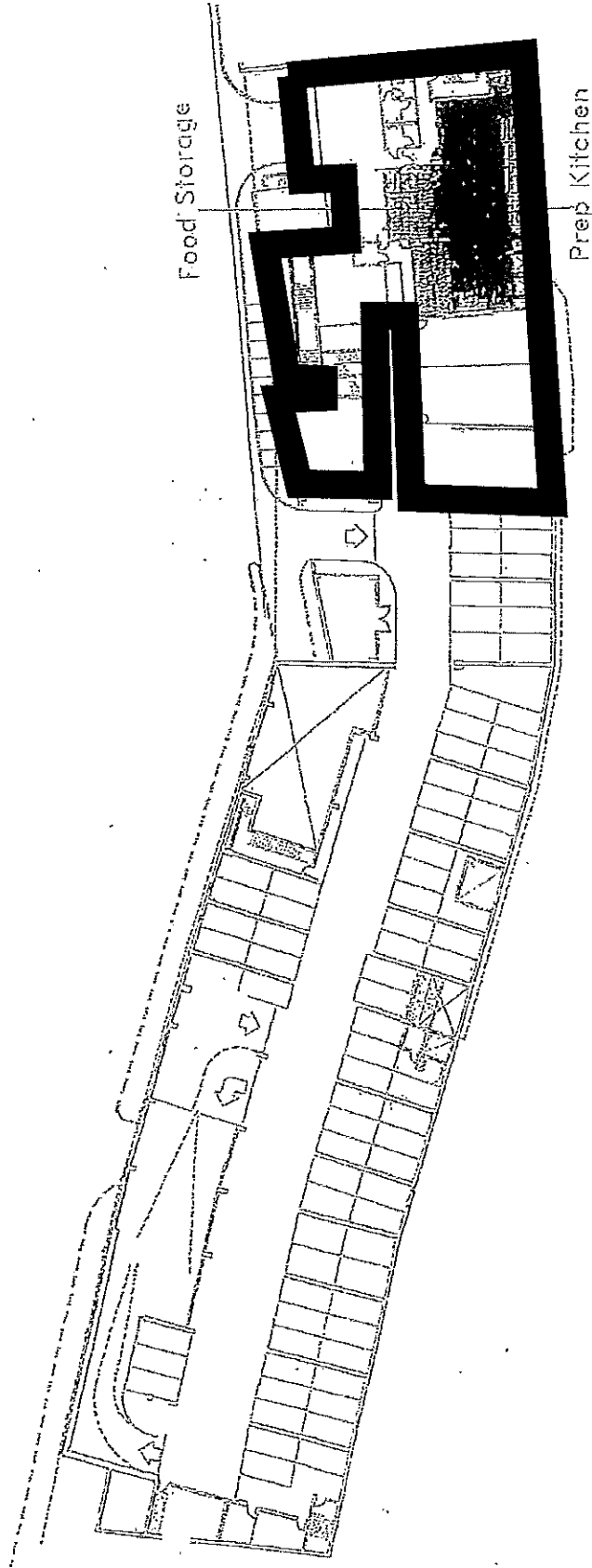
RESERVE CASINO HOTEL



PARKING LEVEL 1

Proposed Licensed
Premises

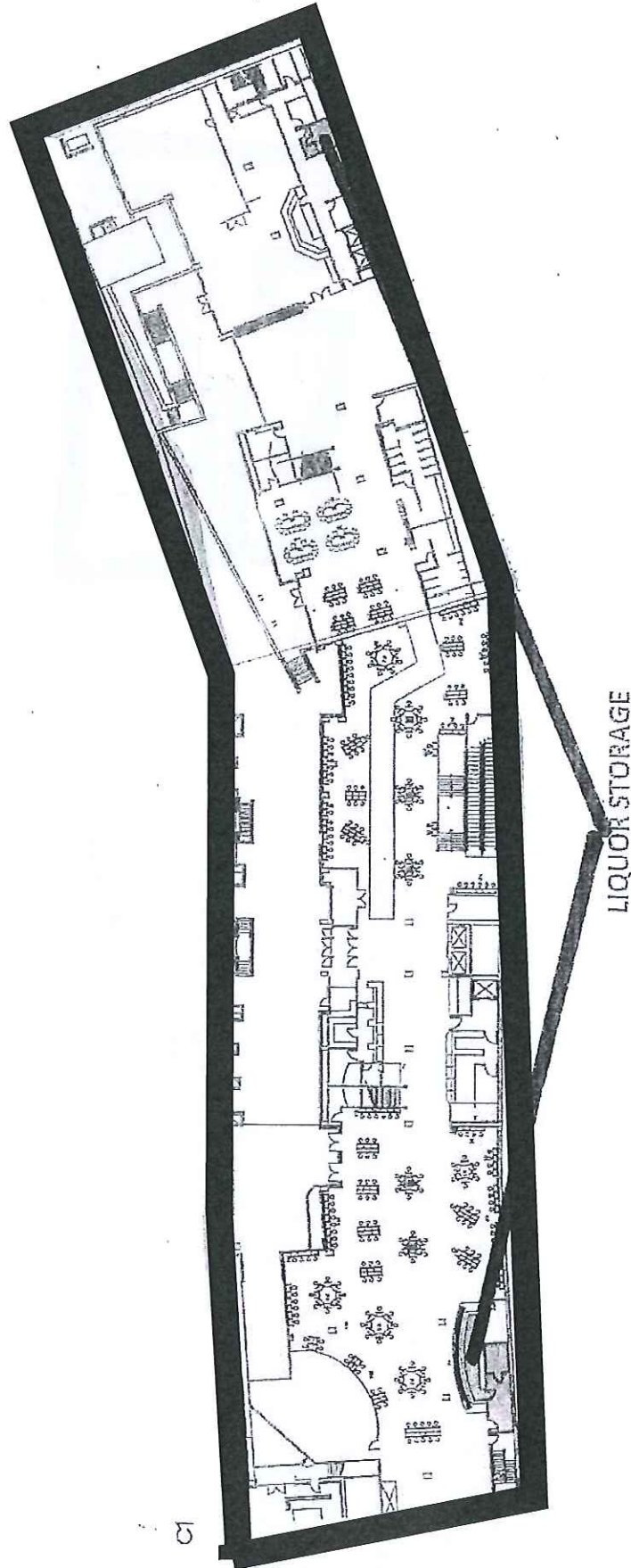
RESERVE CASINO HOTEL



PARKING LEVEL 2

Proposed Licensee
Premises

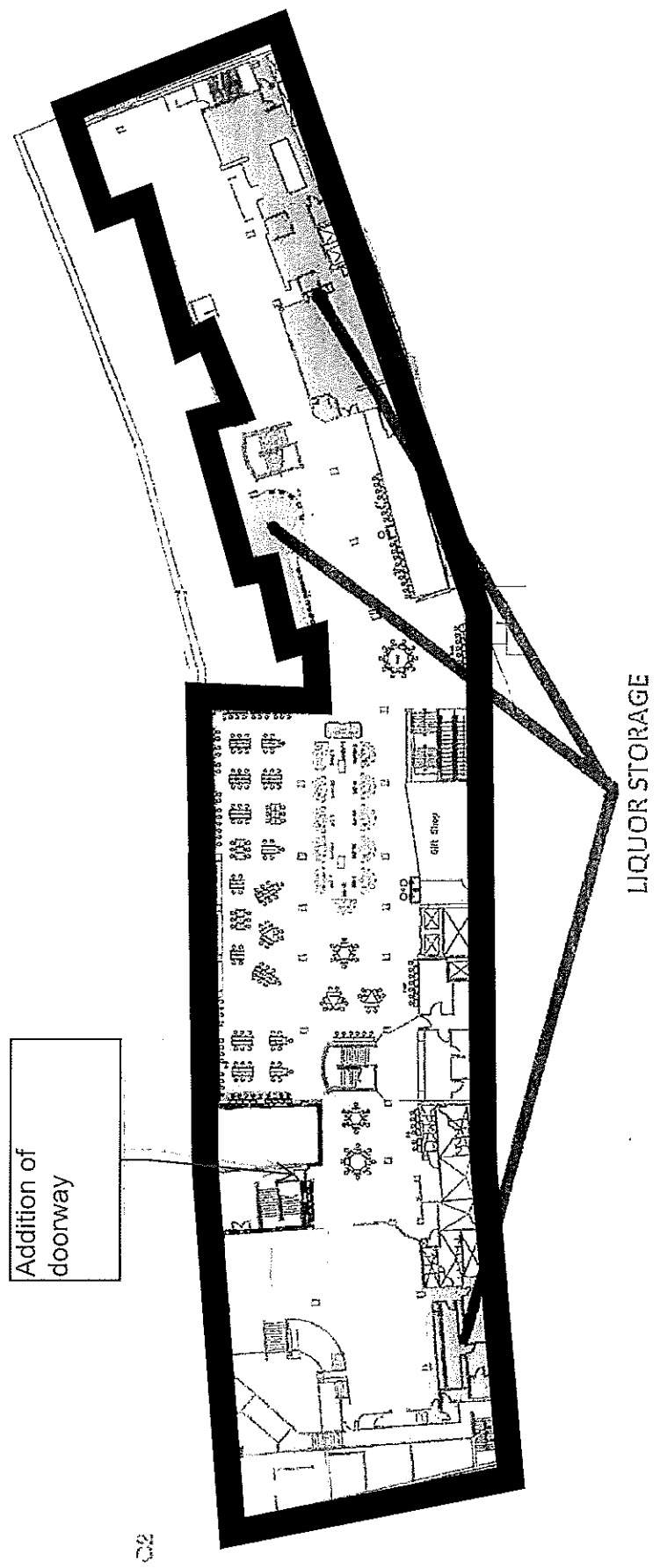
RESERVE CASINO HOTEL



Proposed Licensed
Premises

CASINO LEVEL 1

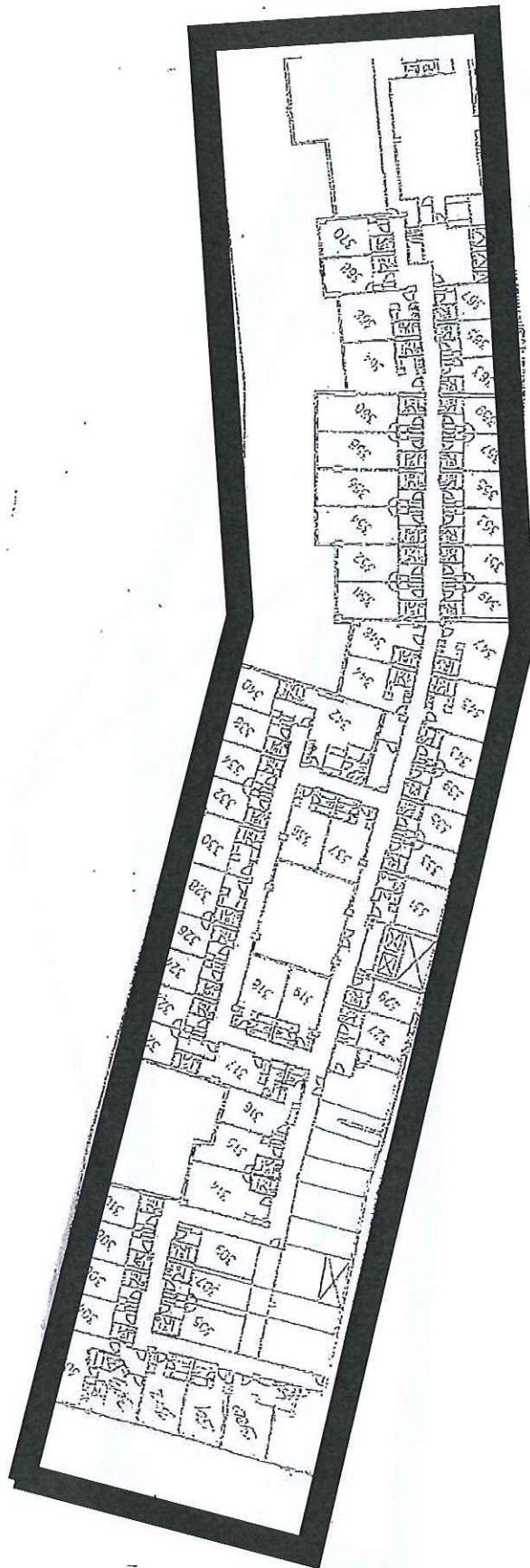
RESERVE CASINO HOTEL



Proposed Licensed
Premises

CASINO LEVEL 2

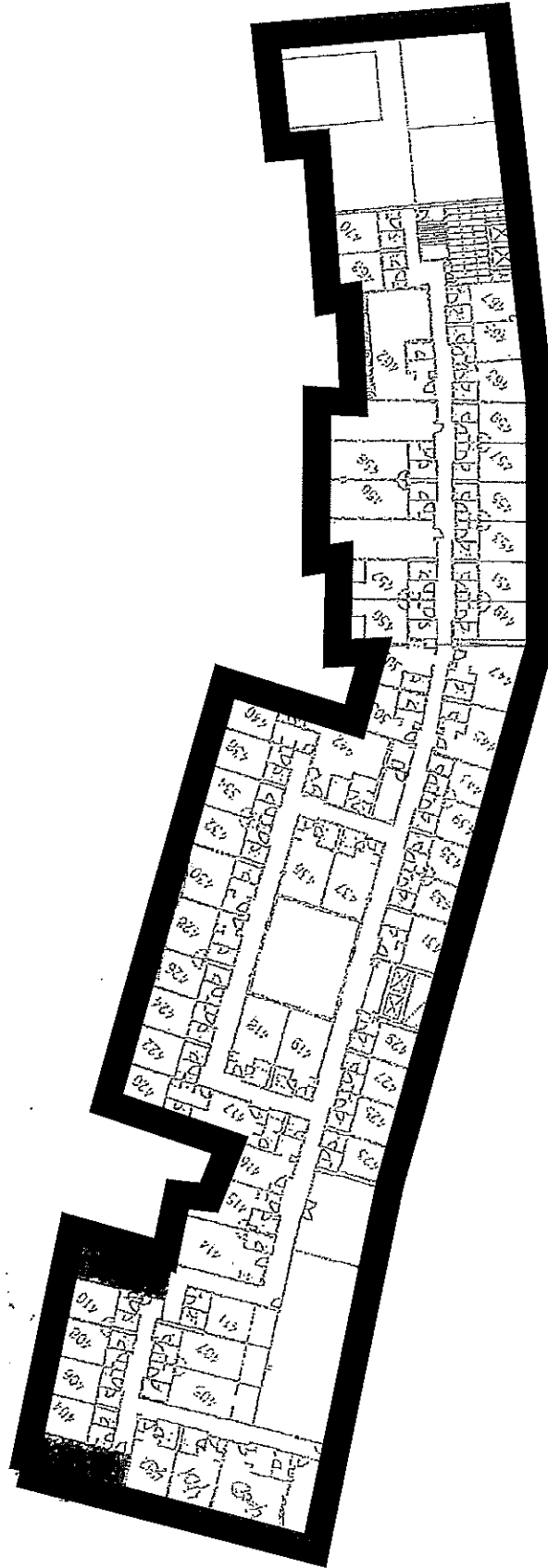
RESERVE CASINO HOTEL



HOTEL LEVEL 1

Proposed Licensed
Premises

RESERVE CASINO HOTEL



Proposed Licensed
Premises

HOTEL LEVEL 2



AGENDA ITEM #8

CITY COUNCIL COMMUNICATION FORM

FROM: Marcus McAskin, City Attorney

DATE: November 3, 2015

ITEM: Ordinance 15-07 Repealing and Reenacting Chapter 14 of the City of Central Municipal Code in its Entirety Regarding Sign Regulations

☒ ORDINANCE
☐ MOTION
☐ INFORMATION

- I. **REQUEST OR ISSUE:** Ordinance No. 15-07 proposes a new sign code for the City. In accordance with Section 8.1 of the City's Home Rule Charter, the City retained special counsel, Mr. Todd Messenger with the law firm of Fairfield & Woods, to assist the City with drafting a new sign code, on the recommendation of the City Attorney. Mr. Messenger has worked closely with the steering committee formed to provide input and recommendations on the new sign code, and also attended meetings with the City's Historic Preservation Commission ("HPC") regarding the new sign code.

City Council considered the new sign code at the September 15 and October 6, 2015 work sessions. Ordinance 15-07 was approved on first reading on October 6, 2015 with some amendments. The HPC considered the proposed Ordinance at a public hearing held on September 9, 2015. Following the conclusion of the HPC hearing, HPC recommended approval of the new sign code to City Council.

- II. **RECOMMENDED ACTION / NEXT STEP:** Approve Ordinance No. 15-07 on second reading following a public hearing.

- III. **FISCAL IMPACTS:** N/A.

- IV. **BACKGROUND INFORMATION:** Ordinance No. 15-07 proposes the adoption of a new updated sign code, which regulations are intended to balance First Amendment concerns with the City's interest in advancing important, substantial and compelling governmental

interests. Elements of the new sign code include regulations addressing the following: (1) clarifying the content-neutrality of the City's sign regulations; (2) the number, area, structure and placement of signs; (3) allowed materials and design elements; (4) lighting and illumination of signs; and (5) the maintenance and duration of signs (including temporary signs).

A copy of Ordinance 15-07 containing the new sign code is attached to this Council Communication Form with a redlined copy to show the Council recommended changes made at First Reading.

V. LEGAL ISSUES:

The City's special counsel, Mr. Todd Messenger will attend in order to answer any specific questions that City Council may have.

VI. CONFLICTS OR ENVIRONMENTAL ISSUES: N/A

VII. SUMMARY AND ALTERNATIVES: City Council has the following options:

- (1) Adopt Ordinance No. 15-07 on second reading following the Public Hearing, as may or may not be amended;
- (2) Direct staff to make additional revisions to the Ordinance and continue consideration of the Ordinance on a future City Council agenda for second reading; or
- (3) Reject or deny the Ordinance.

RECOMMENDED MOTION: "I MOVE TO APPROVE ORDINANCE 15-07, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CENTRAL, COLORADO REPEALING AND REENACTING CHAPTER 14 OF THE CITY OF CENTRAL MUNICIPAL CODE IN ITS ENTIRETY REGARDING SIGN REGULATIONS."

Attachments:

- Ordinance 15-07 (for second reading)

**CITY OF CENTRAL, COLORADO
ORDINANCE 15-07**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
CENTRAL, COLORADO REPEALING AND REENACTING CHAPTER
14 OF THE CITY OF CENTRAL MUNICIPAL CODE IN ITS ENTIRETY
REGARDING SIGN REGULATIONS**

WHEREAS, the City of Central (“City”) is authorized under its home rule charter and Title 31 of the Colorado Revised Statutes to adopt and amend ordinances in furtherance of governmental administration and the City’s police powers; and

WHEREAS, the City Council previously codified the ordinances of the City via Ordinance No. 94-3 into the Municipal Code; and

WHEREAS, in furtherance of the public health, safety and welfare of the City of Central, the City Council wishes to update the Municipal Code, chapter by chapter, to create administrative efficiencies and to reflect current City practices and policies; and

WHEREAS, the City’s Historic Preservation Commission has considered the proposed changes to Chapter 14 of the Municipal Code at a duly noticed public meeting held on September 9, 2015, and has provided its recommendations to City Council concerning same; and

WHEREAS, the City Council has considered the repeal and reenactment of Chapter 14 of the Municipal Code in a Council work session held on September 15, 2015 and in a Council work session held on October 6, 2015; and

WHEREAS, the City Council conducted a public hearing, with proper notice provided, to consider adoption of this Ordinance as required by law; and

BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF CENTRAL, COLORADO THAT:

Section 1. Chapter 14, currently titled “Sign Code” is hereby repealed and replaced to read in its entirety as follows:

CHAPTER 14

Sign Code

Article I	Findings; Purpose; Objectives; Authority; Applicability; and Exceptions
	Sec. 14-1-10 Findings of Fact
	Sec. 14-1-20 Purpose
	Sec. 14-1-30 Objectives
	Sec. 14-1-40 Authority
	Sec. 14-1-50 Applicability and Exceptions
Article II	Definitions
	Sec. 14-2-10 Definitions
Article III	Measurements and Calculations; General Design Standards; Content
	Sec. 14-3-10 Measurements and Calculations
	Sec. 14-3-20 Prohibitions
	Sec. 14-3-30 Illumination
	Sec. 14-3-40 Electronic Message Centers
	Sec. 14-3-50 Content
Article IV	Standards for Permanent Signs
	Sec. 14-4-10 Historic Materials and Colors
	Sec. 14-4-20 Standards for Attached Permanent Signs
	Sec. 14-4-30 Standards for Detached Permanent Signs
Article V	Standards for Temporary Signs
	Sec. 14-5-10 Standards for Attached Temporary Signs
	Sec. 14-5-20 Standards for Detached Temporary Signs
	Sec. 14-5-30 Duration of Display of Temporary Signs
Article VI	Permitting Procedures; Sign Design Program Alternative
	Sec. 14-6-10 Permitting Procedures
	Sec. 14-6-20 Sign Design Program Alternative
Article VII	Sign Maintenance
	Sec. 14-7-10 Sign Maintenance
Article VIII	Non Conformities and Enforcement
	Sec. 14-8-10 Nonconforming Signs
	Sec. 14-8-20 Enforcement

Article I
Findings; Purpose; Objectives; Authority; Applicability; and Exceptions

14-1-10 Findings of Fact.

The City Council finds as follows:

- (a) This Chapter advances important, substantial, and compelling governmental interests.
- (b) The regulations set out in this Chapter are unrelated to the suppression of constitutionally-protected free expression and do not involve the content of protected messages which may be displayed on signs, nor do they involve the viewpoint of individual speakers.
- (c) The incidental restriction on the freedom of speech that may result from the regulation of signs hereunder is no greater than is essential to the furtherance of the important, substantial, and compelling interests that are advanced by this Chapter.
- (d) The City has a compelling interest in maintaining, perpetuating, and enhancing the authentic and unique historic character within the National Historic Landmark District (“NHLD”); as the NHLD is not only a nationally-significant historic resource of exceptional quality and integrity, but also a critical element of the community’s identity and economic well-being.
- (e) Historic character can be protected by reasonable regulation of materials, fonts, and colors used for signs, without regard to the message displayed on the signs.
- (f) The City has an important and substantial interest in preventing sign clutter (which is the proliferation of signs of increasing size and dimensions as a result of competition among property owners for the attention of passing motorists and pedestrians), because sign clutter:
 - (1) Creates visual distraction and obstructs views, potentially creating a public safety hazard for motorists, bicyclists, and pedestrians;
 - (2) May involve physical obstructions of streets or sidewalks, creating public safety hazards;
 - (3) Degrades the aesthetic and essential historic character of the City, making the City a less attractive place for tourism, commerce, and private investment; and
 - (4) Dilutes or obscures messages displayed along the City’s streets through the proliferation of distracting structures and competing messages.
- (g) The City has an important and substantial interest in protecting the health of its tree canopy, which contributes to the character and value of the community.

- (h) The City has a substantial and / or compelling interest in preventing traffic accidents.
- (i) Sign clutter can be reduced and prevented by reasonable sign regulations that:
 - (1) Do not relate to the content of the regulated signs; and
 - (2) Balance the legitimate needs of individuals, entities, and organizations to convey messages with the legitimate objectives of the City to promote public safety, enhance community character, protect and sustain historic character, and support and enhance private property values.
- (j) Temporary signs may be degraded, damaged, moved, or destroyed by wind, rain, snow, ice, and sun, and after such degradation, damage, movement, or destruction, such signs harm the safety and aesthetics of the City's streets if they are not removed.
- (k) Certain types of speech are not constitutionally protected due to the harm that they cause to individuals or the community.
- (l) The City has a compelling interest in protecting minors from speech that is harmful to them as provided by state or federal law, and such speech may be prohibited in places that are accessible to minors.

14-1-20 Purpose.

The purpose of this Chapter is to set out reasonable regulations for the design, location, installation, operation, repair, and maintenance of signs in a manner that advances the City's important, substantial, and compelling interests set out in Section 14-1-10, while simultaneously safeguarding the constitutionally protected right of free speech.

14-1-30 Objectives.

The objective of the regulations of this Chapter is to provide a balanced and fair legal framework for the design, location, installation, operation, repair, and maintenance of signs that:

- (a) Promotes the safety of persons and property by ensuring that signs do not create a hazard by:
 - (1) Collapsing, catching fire, or otherwise decaying;
 - (2) Confusing or distracting motorists; or
 - (3) Impairing drivers' ability to see pedestrians, obstacles or other vehicles, or to read traffic signs; and
- (b) Promotes the efficient communication of messages, and ensures that persons exposed to signs:
 - (1) Are not overwhelmed by the number of messages presented; and

- (2) Are able to exercise freedom of choice to observe or ignore said messages according to the observer's purpose; and
- (c) Protects the public welfare and enhances the appearance and economic value of the landscape by reducing and preventing sign clutter;
- (d) Protects the integrity and character of the City's unique, authentic historic areas;
- (e) Ensures that signs are compatible with their surroundings, and prevents the construction of signs that are a nuisance to occupants of adjacent and contiguous property or users of the public rights-of-way due to brightness, glare, reflectivity, bulk, or height; and
- (f) Provides timely, fair, and consistent permitting and enforcement.

14-1-40 Authority.

- (a) Generally. The City has the authority to regulate signs under the United States Constitution, the Constitution of the State of Colorado, and its home rule Charter.
- (b) Marijuana Businesses. The content of signs related to the marijuana business is restricted by state laws and regulations, and both the advertising and sale of marijuana are prohibited by federal law. The City has no authority to supersede state or federal marijuana laws.

14-1-50 Applicability and Exceptions.

- (a) Applicability of Chapter.
 - (1) *Generally.* All construction, relocation, enlargement, alteration, and modification of signs within the City shall conform to the applicable requirements of this Chapter. This Chapter applies only to signs that are integrated into, attached to, installed upon, or set upon the ground, a structure, landscaping, or a building, or installed within a building within six feet of a window. This Chapter does not apply to signs that are affixed to or painted on vehicles (except as provided in Section 14-3-20(c)) or to signs that are carried by people.
 - (2) *Comprehensive Sign Plans.* Comprehensive Sign Plans that are approved prior to the effective date may be carried out according to their terms. Signs permitted pursuant to an approved Comprehensive Sign Program shall be considered conforming to the requirements of this Chapter.
 - (3) *Signs Permitted Before Effective Date.* Except as provided in Subsection (a)(2), above, if a permit for a sign has been issued in accordance with applicable City ordinances in effect prior to the effective date of this Chapter, and provided that construction is commenced pursuant to the permit within six months of the effective date of this Chapter or prior to the expiration of the permit, whichever occurs first, and is diligently

pursued to completion, said sign may be completed in accordance with the approved plans on the basis of which the permit has been issued. The sign will be thereafter subject to the provisions of Section 14-8-10 regarding nonconforming signs, if applicable.

(b) Other Regulations.

- (1) In addition to the regulations set out in this Chapter, signs may also be subject to applicable State laws and regulations (*e.g.*, State of Colorado, Department of Highways, “Rules and Regulations Pertaining to Outdoor Advertising,” effective January 1, 1984, as may be amended from time to time), Federal laws and regulations, and applicable adopted building codes.
- (2) Where any provision of this Chapter covers the same subject matter as other regulations of the City, the more restrictive regulation shall apply, unless the City determines that the more restrictive regulation is clearly unenforceable as a matter of law.
- (3) Where any provision of this Chapter covers the same subject matter as other regulations of the State of Colorado or the United States, the applicant is advised that nothing in this Chapter shall be construed as a defense to a violation of applicable state or federal law except as provided in the state or federal law.

(c) Sign Permit Required. A Sign Permit is required prior to any repair or restoration of a Landmark Sign and for the erection, installation, or substantial modification of any sign that is not an Exempt Sign as defined in Subsection (d), below. Sign Permits are issued by the HPO for signs that comply with all of the applicable standards of this Chapter, an approved Comprehensive Sign Program (see Section 14-1-50(a)(2)), or an approved Sign Design Program.

(d) Exemptions from Permit Requirement. The following “Exempt Signs” are not exempt from applicable provisions of this Chapter, but are exempt from the requirement of Subsection (c) that a sign permit be obtained prior to installation. Exempt Signs may require a building permit or other related permit if they are subject to a building or electrical code.

(1) *Public Signs.* Signs that are posted by:

- a. The City on property owned, leased, licensed, or comparably controlled by the City; or
- b. Governmental entities that are not subject to City jurisdiction.

(2) *Required Signs.* Signs that are required by law or regulation:

- a. In furtherance of the performance of a public duty or function (*e.g.*, temporary or permanent traffic controls and street signs); or

- b. To give legal notice (*e.g.*, notices of pending action pursuant to City ordinances); or
 - c. To comply with building codes (*e.g.*, address numbers); or
 - d. To comply with other laws or regulations.
- (3) *Optional Residential Signs.* One wall sign, affixed to a residential building on its front elevation, provided that the sign does not exceed five square feet in sign area.
- (4) *Flags.* Flags that are hung from not more than three rigid, building-mounted or ground-mounted flagpoles per property, provided that:
- a. flags are flown full-staff, except by order of the President of The United States, by order of the Governor of Colorado, on May 15th (sunrise until sunset), on Memorial Day (sunrise until NOON), on September 11 (sunrise until sunset), on Korean War Veterans Armistice Day (sunrise until sunset), on National Firefighters Memorial Day (sunrise until sunset), and on Pearl Harbor Remembrance Day (sunrise to sunset);
 - b. there is at least six feet of sign clearance when flags are flown full-staff, or, in the case of building-mounted flags, the flags do not project into areas used by vehicles or pedestrians;
 - c. no more than three flags are flown from any one flagpole; and
 - d. no flag exceeds 32 square feet in area.
- (5) *Small Signs.*
- a. Signs that are affixed to a building or structure, that do not exceed one square foot in sign area, provided that only one such sign is present on each elevation that is visible from public rights-of-way or neighboring property; and
 - b. Signs that are less than three-fourths of a square foot in area that are affixed to machines, equipment, fences, gates, walls, gasoline pumps, public telephones, or utility cabinets.
- (6) *Holiday Decorations.* Decorations and signs that are clearly incidental, customary, and commonly associated with a holiday.
- (7) *Interior Signs.* Signs that are not visible from residential lots, abutting property, public rights of way, or property located at a higher elevation than the property upon which the sign is installed.
- (8) *Temporary Signs.* Temporary signs that are in compliance with the applicable requirements of Article V, *Standards for Temporary Signs.*

Article II Definitions

14-2-10 Definitions

Abandoned Sign means a sign that does not contain a message, or contains a commercial or event-based message that is obviously obsolete (*e.g.*, the name of a business that is no longer operational, or an advertisement for an event that has already occurred), for a continuous period of 60 days.

Attached Sign means a sign that is attached to or located inside a building (*e.g.*, a wall sign, projecting sign, awning sign, or window sign).

Awning Sign means a sign that is mounted, painted, or attached to canvas or other material that is installed over a projecting structural framework above a building window or door.

Banner means a type of temporary sign that is painted or printed on cloth, vinyl, or other flexible material, which is designed to be stretched between poles, fence posts or wire, or hung on walls with ties, clips, rails, brackets, hooks, or frames.

Banner Frame means a frame system that is used for stretching banners, which is designed to prevent wrinkling and movement and to conceal fasteners.

Bracket Sign means a type of permanent sign that is mounted above a principal entrance to a building, on a bracket that extends generally perpendicular to the building wall; with the bracket attached either to the building wall or to the underside of a canopy or awning structure.

Building Elevation means the external face of a building, projected onto a two-dimensional plane. For purposes of calculating allowed sign area, the building elevation is the two-dimensional representation of the side of the building upon which the sign is proposed.

Bulletin Board means a cabinet sign structure that houses a display board upon which bulletins and posters are displayed.

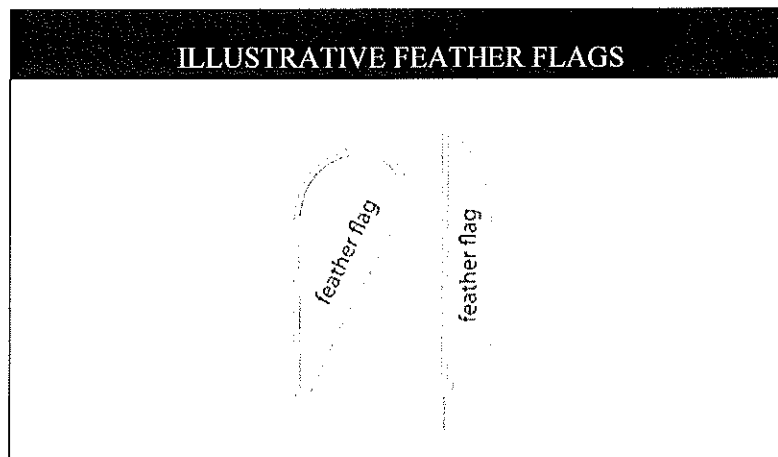
City means Central City, Colorado, a Colorado home-rule municipality.

Detached Sign means a sign that is not attached to or located inside a building (*e.g.*, a monument sign or pole sign).

e.g. means “for example,” and is intended to be illustrative and not exclusive

Electronic Message Center means a display surface that is composed of light emitting diodes (LEDs) that is capable of displaying variable messages and graphics, which are generally created on a computer.

Feather Flag means a flag that is mounted on a temporary flagpole (*e.g.*, a flagpole that is installed in a mount that is staked into the ground), which may be vertical, bowed, or flexible. Feather flags do not include flags that are flown from straight, rigid flagpoles that are permanently installed in the ground or temporarily or permanently attached to buildings, light poles, or utility poles.



Flag means a flexible piece of fabric, that is attached along one edge to a straight, rigid flagpole (directly or with rope), and which is designed to move when the wind blows. Flags are typically (but not necessarily) rectangular in shape, and often (but not always) include printed or embroidered insignia that symbolizes a nation, state, or organization, or that display a graphic or message.

Foot-Candle means a unit of measurement of the intensity of light falling on a surface, equal to one lumen per square foot.

Free-Standing Sign means a pole sign or a monument sign.

Glare means light emitted from a luminaire at an angle of 0 to 30 degrees downward from the horizontal plane at which the luminaire is installed, that trespasses beyond the object that the luminaire is intended to illuminate.

Historic Color Palette means the color palettes set out in the Benjamin Moore Historic Color Palette and the Kwal Paint Historic Colors of America, and such other colors as may be approved by the Historic Preservation Commission based on appropriate documentation.

Historic Fonts Palette means a collection of fonts that is approved by the Historic Preservation Commission as identical to or consistent with the typefaces during the period of significance of the NHLD.

Landmark Sign means a sign that has been continuously displayed since 1930.

lf. means linear foot.

Lux means a measure of illuminance (a measure of light that falls upon or passes through an object), in terms of lumens per square meter

Manual Changeable Copy Center means a sign element in which letters, numbers, or symbols may be changed manually without altering the face of the sign (*e.g.*, by placement of letters into tracks). Manual changeable copy centers are sometimes known as “readerboards” or “marquee signs.”

Monument Sign means a type of freestanding permanent sign generally having a low profile with little or no open space between the surface of the ground and the sign face or frame.

National Historic Landmark District (“NHLD”) means the Central City/Black Hawk Historic District, a National Historic Landmark District.

Outlying Area means any area in the City which is not part of the NHLD.

Period of Significance means the period between 1859 and 1918.

Pixel Pitch means a measurement of the resolution of an electronic message center display, in terms of the distance (generally in millimeters) between the center of a light emitting diode (LED) cluster (pixel) and the center of the next LED pixel. Lower pixel pitch measurements indicate higher display resolution.

Pole Sign means a type of freestanding permanent sign that is mounted upon one or more poles.

Portable Sign means a sign that is designed to be easily moved from one location to another, and when placed, is neither fastened to a permanent structure or building, nor staked or otherwise installed into the ground. Portable signs include signs that are mounted on trailers, wheeled carriers, or frames that are designed to be placed onto a surface without being secured to it.

Principal Building Entrance means a primary point of public pedestrian access into a building. The phrase “principal building entrance” does not include doors used principally as emergency exits, or doors that provide restricted access (e.g., for employees or deliveries).

Projecting Sign means a sign that is mounted upon a building wall such that the sign face is not roughly parallel to the building wall.

Roof Sign means a sign that is installed, in whole or in part, above an eave line or parapet of a building.

sf. means square foot.

Sidewalk Sign means a type of portable sign that is designed to be placed (but generally not anchored) upon a hard surface in order to attract the attention of pedestrians.

Sign means any surface, device, fabric, or display which bears or displays lettered, pictorial, or sculptured matter that is visible from abutting property, a public street, sidewalk, right-of-way, or other property at a higher elevation than the property on which the sign is installed, and that is used to convey information to the public or to direct or attract attention to another object, or to a person, institution, organization, business, product, service, event, location, concept, or idea. The term “sign” also includes the following items regardless of whether they include lettered or pictorial material, if they otherwise meet the above-stated definition in terms of visibility and use: bubble machines, pinwheels, searchlights, pendants, streamers, inflatable figures or objects (including but not limited to “dancing” inflatable devices and balloons). The term “sign” includes all structural members (if any).

Sign Band means an area on a building facade usually located immediately above the storefront and below the second story window sill, or below the cornice line, where signs were historically attached.

Sign Face means the surface area of a sign which is designed for placement of text, symbols, or images. The sign face does not include the supporting structure, if any, unless the supporting structure is used for the display of text, symbols, or images. For wall signs, the sign face is equal to the sign area of the wall sign, or the area within any frame or color used to define, differentiate, or mount the wall sign, whichever is larger.

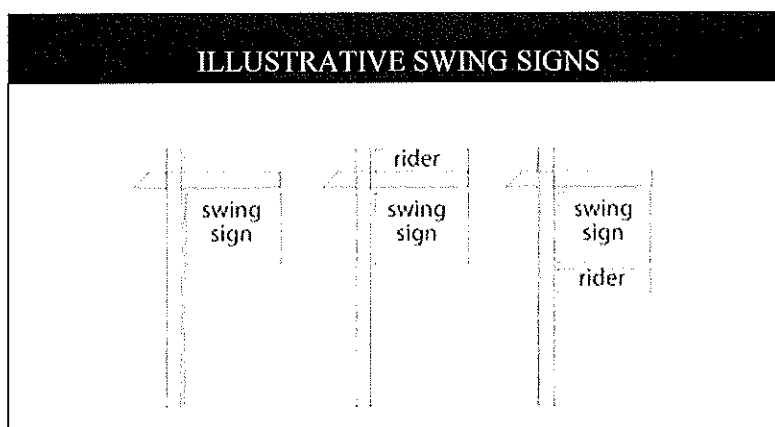
Site Sign means a type of temporary sign that is constructed of vinyl, plastic, wood, metal, or other comparable rigid material, which is displayed on a structure that includes at least two posts.

Sock Sign means a type of temporary sign that is constructed of flexible material, designed to fit over a permanent sign face or mount.

Street Elevation means a street-facing building elevation.

Substantial Modification means any modification of a sign that involves alteration or replacement of a structural support, enlargement of the sign area, material changes to the sign height or sign clearance, obvious changes of materials or components (*e.g.*, replacement of wood with plastic), addition of new components (*e.g.*, installation of lighting) or repairs that cost more than fifty percent of the replacement cost of the sign. Substantial modifications do not include replacement of sign panels in a sign cabinet with comparable materials that display different messages, replacement of existing light sources with compliant light sources (unless the electrical work exceeds the repairs limit), painting, or repainting,

Swing Sign means a type of temporary sign that is suspended from a horizontal swing post that is attached to a post that is staked into the ground. Swing signs may include riders that are mounted to the swing post or suspended under the sign panel.



Uplight means light emitted from a luminaire at an upward angle from the horizontal plane at which the luminaire is installed, that trespasses beyond or away from the object that the luminaire is intended to illuminate.

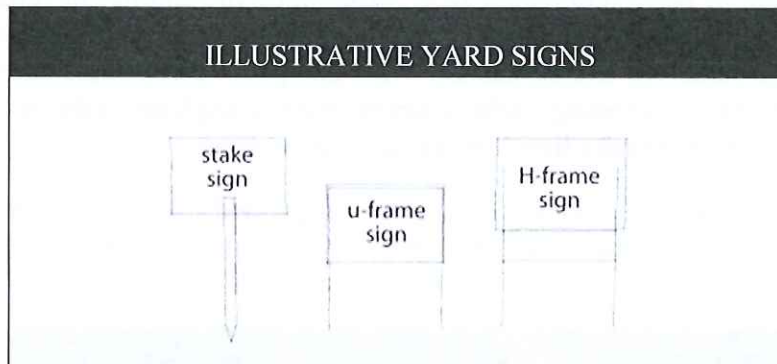
Wall Sign, Painted or Applied means a type of permanent sign that is painted on or applied to a wall of a building, which extends not more than two inches from the building wall.

Wall Sign, Cabinet means a type of permanent sign that is installed against the wall of a building, with a structure that extends more than two inches, but not more than one foot, from the building wall and a sign face that is roughly parallel to the building wall upon which the sign is mounted.

Window Sign means a type of temporary or permanent sign that is: (i) painted on, applied to, or attached to a window; or (ii) or installed or positioned within a building such that the sign face is oriented towards and highly visible through a window that is within six feet of the sign.

Window Transparency, means, for the purposes of this Chapter, any area of a window that is not covered or obstructed by a sign, such that the visibility through the window in both directions is not blocked. The actual visibility through the window (*e.g.*, a pedestrian's ability to overcome daytime glare) is not a factor in the determination of window transparency, provided that the window is not treated with a reflective coating.

Yard Sign means a type of temporary sign that is constructed of paper, vinyl, plastic, wood, metal or other comparable material, which is mounted on a stake or a frame structure (often made from wire) that includes one or more stakes.



Zoning District means a district established by Article II of the Zoning Ordinance, including: Resource District (RCE); Low Density Residential (LDR); Medium Density Residential (MDR); High Density Residential (HDR); Historic Downtown Gaming (HDG); Gregory Gulch Gaming (GGG); Transitional (TSL); Limited Community Commercial (LCC); and General Purpose Commercial (GPC).

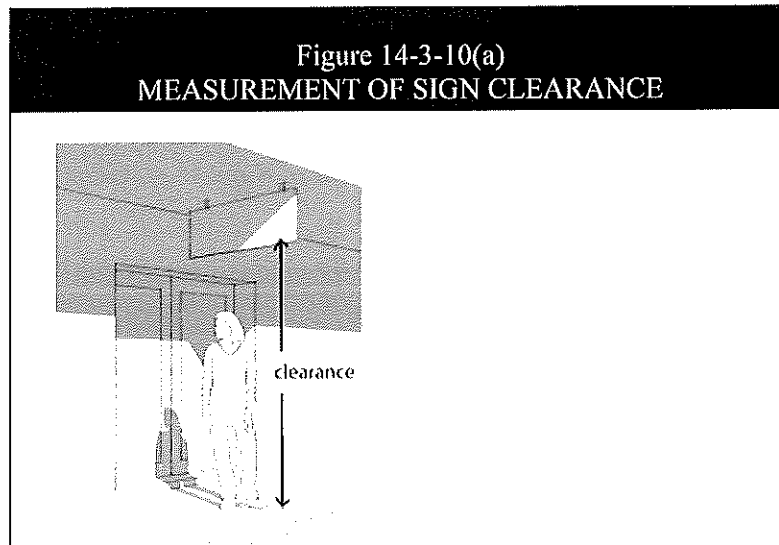
Zoning Map means the City of Central Zoning Map that is adopted by reference in Section 16-31, Zoning Ordinance, as it may be amended from time to time.

Zoning Ordinance means Chapter 16, *Zoning*, Central City Colorado Municipal Code, as amended from time to time.

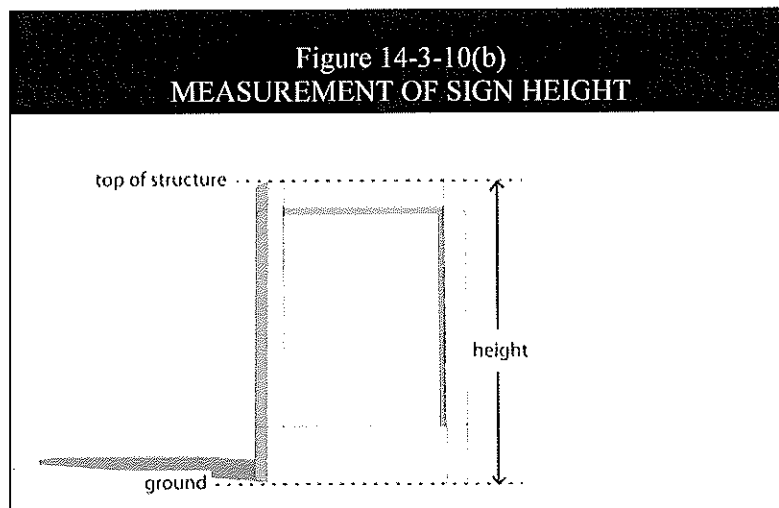
Article III Measurements and Calculations; General Design Standards; Content

14-3-10 Measurements and Calculations.

- (a) Sign Clearance. Sign clearance is the distance between the bottom of a sign face or structural element that is not affixed to the ground and the nearest point on the ground-level surface under it. See Figure 14-3-10(a), *Measurement of Sign Clearance*.

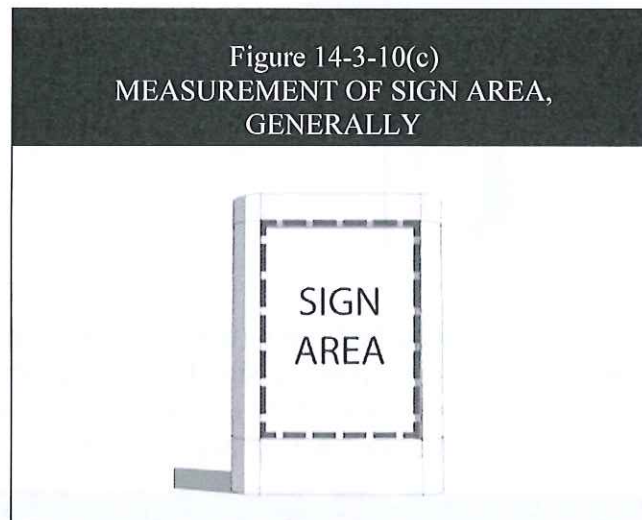


- (b) Sign Height. For detached signs (temporary and permanent), sign height is the vertical distance to the top of the sign face or sign structure, whichever is higher, measured from the elevation of the average grade around the base of the sign. See Figure 14-3-10(b), *Measurement of Sign Height*.

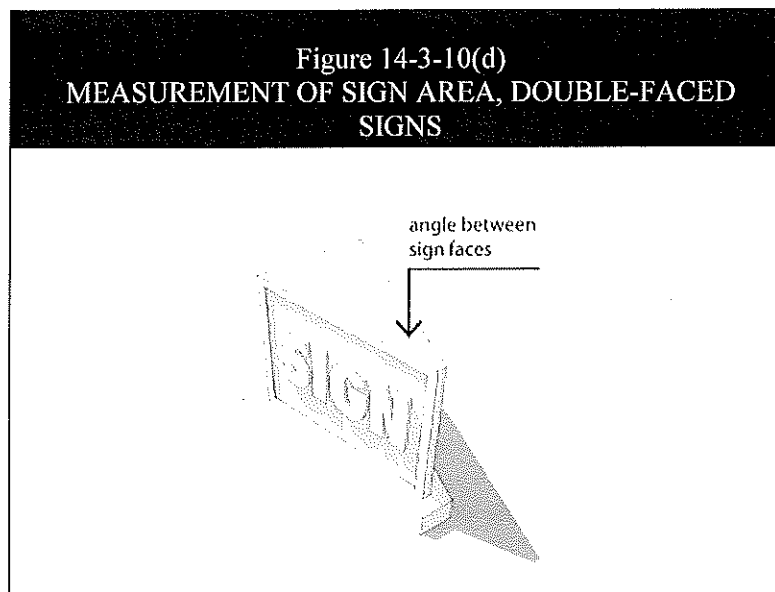


(c) Sign Area.

- (1) *Generally.* Sign area is the area within a continuous polygon with up to eight straight sides that completely encloses the limits of text and graphics of a sign, together with any frame or other material or color forming an integral part of the display or used to differentiate the sign's message from the background against which it is placed.
- (2) *Inclusions and Exclusions.* The sign area does not include the structure upon which the sign is placed (unless the structure is an integral part of the display or used to differentiate it), but does include any open space contained within the outer limits of the display face of a sign, or between any component, panel, strip, or figure of any kind composing the display face, whether this open space is enclosed by a frame or border or not. See Figure 14-3-10(c), *Measurement of Sign Area, Generally.*



- (3) *Double-Faced Signs.* For projecting, suspended, free-standing, or other double-faced signs, only one sign face is measured, provided that the sign faces are parallel or form an interior angle of less than 30 degrees and the sign faces are mounted on the same structure. If the sign faces are not equal in area, the larger sign face is measured. If the interior angle between the sign faces is more than 30 degrees, then both sign faces are measured. See Figure 14-3-10(d), *Measurement of Sign Area, Double-Faced Signs.*



- (d) **Signable Area.** Signable Area is that portion of a building façade that is uninterrupted by doors, windows or architectural details, upon which a wall-mounted sign is or may be located. Its area is calculated by selecting a continuous façade, then drawing the largest possible imaginary rectangle uninterrupted by and not including doors, windows or architectural details and computing the area of said rectangle.

14-3-20 Prohibitions.

- (a) **Generally.** The prohibitions in this Section apply to temporary and permanent signs in all areas of the City.
- (b) **Prohibited Signs.** The following sign structures and designs are prohibited:
- (1) Signs with more than two sign faces.
 - (2) Signs that are a traffic hazard because they simulate or imitate (in size, color, lettering, or design) any traffic sign or signal.
 - (3) Animated or moving signs, including any moving, swinging, rotating, flashing, blinking, scintillating, fluctuating, or otherwise animated light, except as provided in Section 14-3-20(c)(12).
 - (4) Portable Signs, except as specifically permitted in Article V, *Standards for Temporary Signs*.
 - (5) Pole Signs.
 - (6) Abandoned Signs.
- (c) **Prohibited Design Elements.** The following elements shall not be incorporated as an element of any sign or sign structure, whether temporary or permanent:

- (1) Awnings that are backlit or made of plastic.
- (2) Electronic message centers (see Section 14-3-40).
- (3) Feather flags.
- (4) Flags, banners, or comparable elements that are designed to move in the wind, but only when such elements are attached to another sign type (e.g., flags may be attached to flagpoles, but may not be attached to monument signs).
- (5) Flashing lights, except as part of holiday displays.
- (6) Inflatable signs.
- (7) Manual changeable copy centers.
- (8) Motor vehicles, unless:
 - a. The vehicles are operational, and either:
 1. New; or
 2. Regularly used as motor vehicles, with current registration and tags;
 - b. The display of signage on the motor vehicle would not interfere with the immediate operation of the motor vehicle (e.g., signs that are held in place by an open hood or trunk are not allowed; signs that cover windows are not allowed; and signs that would fall off of the vehicle while the vehicle is in motion are not allowed); and
 - c. The motor vehicle is legally parked in a designated off-street parking space.
- (9) Semi trailers, shipping containers, or portable storage units, unless:
 - a. The trailers, containers, or portable storage units are:
 1. Structurally sound and capable of being transported;
 2. Used for their primary purpose (e.g., storage, pick-up, or delivery); and
 3. If subject to registration, have current registration and tags; and
 - b. The display of signage is incidental to the primary purpose; and

- c. The semi trailer, shipping container, or portable storage unit is parked or placed in a designated loading area or on a construction site at which it is being used for its primary purpose.
 - (10) Stacked products (e.g., tires, soft drink cases, bagged soil or mulch).
 - (11) Sound, smoke, bubble, or odor emitters.
 - (12) Spinning or moving parts, except that a single, vertical, striped cylindrical pole not more than 36 inches long, used as a projecting sign, may rotate about its vertical axis.
 - (13) Unshielded bare light bulbs that are larger than C9 format or brighter than 50 lumens per bulb (note that illumination of signs in any manner is subject to Section 14-3-30).
- (d) Prohibited Obstructions. In no event shall a sign, whether temporary or permanent, obstruct the use of:
- (1) Building ingress or egress, including doors, egress windows, and fire escapes.
 - (2) Equipment, structures, or architectural elements that are related to public safety or utility service (e.g., standpipes, fire hydrants, and meters).
 - (3) Any vision clearance area that is required by Zoning Ordinance Section 16-167, Vision Clearance Area, or other applicable regulations.
- (e) Prohibited Mounts. No sign, whether temporary or permanent, shall be posted, installed, mounted on, fastened, or affixed to any of the following:
- (1) Any tree or shrub.
 - (2) Any utility pole or light pole, unless:
 - a. The sign is a banner or flag that is not more than 10 square feet in area;
 - b. The owner of the utility pole or light pole consents to its use for the display of the banner or flag;
 - c. The banner or flag is mounted on brackets or a pole that extend not more than 30 inches from the utility pole or light pole;
 - d. The banner or flag is either situated above an area that is not used by pedestrians or vehicles, or the bottom of the banner or flag has a sign clearance of at least eight feet; and
 - e. The requirements of Subsection (f) are met, if applicable.

- (3) Utility cabinets or pedestals (except Exempt Signs that are posted by or with the consent of the owner of the utility cabinet or pedestal).
- (f) Prohibited Locations. In addition to applicable setback requirements and other restrictions of this Article, no sign shall be located in any of the following locations:
 - (1) In or over public rights-of-way (which, in addition to streets, may include other sidewalks, parkways, retaining walls, utility poles, traffic control devices, medians, and center islands that are within public rights-of-way), except:
 - a. Temporary or permanent signs posted by or under the authority of the City or governmental entity with jurisdiction over the right-of-way;
 - b. Temporary signs posted in connection with authorized work within the right-of-way, as authorized or required by the City or governmental entity with jurisdiction over the right-of-way;
 - c. Signs painted on or affixed to transit shelters and bus benches as authorized by the provider of the shelter or bench, but not extending beyond the physical structure of the shelter or bench;
 - (2) In locations that have less horizontal or vertical clearance from authorized communication or energized electrical power lines than the minimum clearance required by the laws of the State of Colorado and the regulations duly promulgated by agencies thereof.
- (g) Landmark Signs. Landmark Signs shall not be removed, defaced or covered.

14-3-30 Illumination

- (a) Generally. Illumination of signs using internal or external light sources is subject to the provisions and limitations of this Section.
- (b) Wiring and Electrical Components. Junction boxes, conduits, switches, sensors, transformers, wires, and other electrical or electronic components used to illuminate signs shall be hidden from view.
- (c) Light Trespass. No sign or associated luminaire shall create light spillover of more than one lux at any property line within or bounding an LDR, MDR, HDR, RCE, or TSL zoning district. Luminaires associated with sign illumination shall not create glare or sky glow.
- (d) Internal Illumination.
 - (1) Internal illumination of signs is allowed:

- a. In the GPC or LCC zoning districts provided that the sign is installed on property located in the outlying area; or
 - b. By approved Sign Design Program.
- (2) Internally illuminated signs not increase ambient light levels more than 0.3 foot-candles, measured in the vertical plane, 40 linear feet from the sign, five feet above ground level.
- (3) Awning signs shall not be backlit or otherwise internally illuminated.
- (e) External illumination. External illumination of signs shall not exceed an illuminance of more than 500 lux on any part of the sign face or surrounding surfaces. Luminaires shall be shielded and directed to prevent glare and sky glow.
- (f) Hours of Illumination.
- (1) In the GPC, LCC, LDR, MDR, HDR, RCE, and TSL zoning districts, illuminated signs shall be turned off each day by the later of 10:00 PM or 30 minutes after closing of the associated land use. Signs may be turned back on at 5:00 AM.
- (2) In the HDG and GGG zoning districts, signs may be illuminated at any time.

14-3-40 Electronic Message Centers

No sign shall include an electronic message center (see Section 14-3-20(c)(2)).

14-3-50 Content

- (a) Generally. Except as provided in this Section and Section 14-3-20(b)(2) no sign shall be approved or disapproved based on the message it displays.
- (b) Prohibition on Certain Types of Unprotected Speech. The following content is prohibited without reference to the viewpoint of the individual speaker:
- (1) Text or graphics of an indecent or immoral nature that is harmful to minors under state or federal law;
 - (2) Text or graphics that advertise unlawful activity, except as provided in Subsection (c) of this Section;
 - (3) Text or graphics that are obscene, fighting words, defamation, incitement to imminent lawless action, or true threats; or
 - (4) Text or graphics that present a clear and present danger due to their potential confusion with traffic control signs or signs that provide public safety information (for example, signs that use the words "Stop," "Yield,"

“Caution,” or “Danger,” or comparable words, phrases, symbols, or characters in such a manner as to imply a safety hazard that does not exist).

- (c) **Commercial Speech Related to Marijuana.** Federal law prohibits the advertising and sale of marijuana. Colorado law specifically allows the advertising and sale of marijuana, subject to comprehensive state regulation. As of the effective date of this Chapter, the U.S. Department of Justice has indicated that it will use prosecutorial discretion to (in general) not enforce federal marijuana laws in states that have legalized marijuana under state law and enacted comprehensive regulations for the marijuana industry. Accordingly, the City will allow a limited exception to Subsection (b)(2) of this Section for the signs of licensed marijuana businesses, provided that the businesses are licensed and operated in compliance with applicable state statutes and regulations. The exception created by this Subsection does not create a defense to the enforcement of federal law, nor shall the City be liable for any damages caused by the enforcement of federal law. If the federal policy regarding prosecutorial discretion officially changes such that federal marijuana prohibitions are enforced in Colorado, then the limited exception created by this Section shall automatically terminate, and signs advertising marijuana shall be considered prohibited signs.
- (d) **Severability.** The narrow classifications of content that are prohibited by this Section are either not protected by the United States or Colorado Constitutions, or are offered limited protection that is outweighed by the substantial and compelling governmental interests in protecting the public safety and welfare. It is the intent of the City Council that each Subsection of this Section (e.g., Subsections (b)(1), (b)(2), (b)(3), (b)(4) or Subsection (c)) be individually severable in the event that a court holds one or more of them to be inconsistent with the United States or Colorado Constitutions.

Article IV

Standards for Permanent Signs

14-4-10 Historic Materials and Colors

- (a) **Materials.** Permanent signs in the NHLD shall be constructed from metal, stone, wood, or such other material as may be approved by the HPO or HPC upon appropriate documentation provided by the applicant.
- (b) **Colors.** Permanent signs in the NHLD shall utilize the Historic Color Palette unless otherwise approved by the HPC as part of a Sign Design Program.
- (c) **Fonts.** Text displayed on permanent signs in the NHLD shall utilize the Historic Fonts Palette unless otherwise approved by the HPC as part of a Sign Design Program.

14-4-20 Standards for Attached Permanent Signs

- (a) Wall Signs. Wall signs are allowed according to the standards in Table 14-4-20(a), *Wall Signs*.

Table 14-4-20(a) WALL SIGNS								
Type of Sign / Standard	Zoning District							
	Gaming		Commercial			Residential		Other
	HDG	GGG	GPC	LCC	TSL	HDR	LDR / MDR	RCE
Standards Applicable to All Wall Signs								
Max. Total Wall Sign Area ("MTWSA")	50% of signable area				30% of signable area		5 sf.	
Location of Sign	Wall signs must be set back at least 6 inches from architectural features, and at least 18 inches from building corners, cornice or eave lines, and ground planes; architectural feature setback may be reduced to 2 inches if the signable area is a sign band that is 18 inches or less in height; no wall sign may be installed more than 8 feet above ground level unless: (1) the signable area upon which it is installed is at least 2 feet in height and at least 4 feet in width; or (2) the sign is installed on a sign band that existed on the effective date of this Chapter						Front building elevation	
Applied or Painted Wall Sign								
Max. Number of Signs	Not Limited				1 / building frontage		1	
Max. Sign Area	MTWSA, less area allocated to other types of wall signs						5 sf.	
Banner Frame Applied to Building Wall								
Max. Number of Signs	3 per building elevation		1 per building			Not Allowed		
Max. Sign Area ¹ (per banner frame)	32 sf.		32 sf.			Not Applicable		

Table 14-4-20(a) WALL SIGNS								
Type of Sign / Standard	Zoning District							
	Gaming		Commercial			Residential		Other
	HDG	GGG	GPC	LCC	TSL	HDR	LDR / MDR	RCE
Other Restrictions	Detached banner frames along the building frontage (see Table 14-4-30) are also counted towards max. number of signs					Not Applicable		
Bulletin Board Attached to Building Wall								
Max. Number of Signs	1 / building elevation, provided that signable area is greater than 50 sf.				1 / building elevation, provided that signable area is greater than 20 sf.		Not Allowed	
Max. Sign Area ¹	12 sf.				12 sf.		Not Applicable	
Other Restrictions	not allowed if a cabinet wall sign is installed on same facade				None		Not Applicable	
Cabinet Wall Sign or Channel Lettering Attached to Building Wall								
Max. Number of Signs	1 / building elevation, provided that signable area is greater than 50 sf.				Not Allowed			
Max. Sign Area ¹	32 sf.		32 sf. in NHLD 48 sf. in Outlying Area			Not Applicable		
Channel Lettering Attached to Building Fascia								
Max. Number of Signs	Not Limited				Not Allowed			
Max. Sign Area (not counted towards MTWSA)	50% of signable area of fascia				Not Applicable			

Table 14-4-20(a) WALL SIGNS								
Type of Sign / Standard	Zoning District							
	Gaming		Commercial			Residential		Other
	HDG	GGG	GPC	LCC	TSL	HDR	LDR / MDR	RCE

TABLE NOTES:

¹ The maximum sign area shown is also limited by the MTWSA. For example, if the total signable area of a building elevation in the HDG zoning district is 30 sf., then the maximum sign area of a banner frame is 15 sf. (50% of 30 sf.), not 32 sf. (the maximum sign area allowed for a banner frame, regardless of MTWSA); and if a 15 sf. banner frame is installed, no other wall signs are allowed on the same elevation.

- (b) Projecting, Awning, and Bracket Signs. Projecting, awning, and bracket signs are allowed according to the standards in Table 14-4-20(b), *Projecting, Awning, and Bracket Signs*.

Table 14-4-20(b) PROJECTING, AWNING, AND BRACKET SIGNS								
Type of Sign / Standard	Zoning District							
	Gaming		Commercial			Residential		Other
	HDG	GGG	GPC	LCC	TSL	HDR	LDR / MDR	RCE
Projecting Signs								
Max. Number of Signs	1 per building frontage (if a building is designed to appear as multiple attached buildings, then one per apparently differentiated building frontage), plus 1 per public vehicular entrance to a parking structure				1 per nonresidential building			
Max. Sign Area	30 sf.; if building frontage exceeds 60 ft. then 1 sf. per 2 lf. of building frontage, not to exceed 50 sf.				15 sf.			
Min. Sign Clearance	8 ft.				8 ft.			

Table 14-4-20(b)
PROJECTING, AWNING, AND BRACKET SIGNS

Type of Sign / Standard	Zoning District							
	Gaming		Commercial			Residential		Other
	HDG	GGG	GPC	LCC	TSL	HDR	LDR / MDR	RCE
Awning Signs								
Max. Number of Signs	1 per awning face					Not Allowed		
Max. Sign Area (per sign)	50% of awning face					Not Applicable		
Bracket Signs								
Max. Number of Signs	1 per principal building entrance					Not Allowed		
Max. Sign Area	8 sf.					Not Applicable		
Min. Sign Clearance	8 ft.					Not Applicable		

- (c) Window Signs. Window signs are allowed according to the standards in Table 14-4-20(c), *Window Signs*.

Table 14-4-20(c) WINDOW SIGNS								
Type of Sign / Standard	Zoning District							
	Gaming		Commercial			Residential		Other
	HDG	GGG	GPC	LCC	TSL	HDR	LDR / MDR	RCE
All Window Signs								
Min. Window Transparency ("MWT") (% of window area between 2 and 8 feet above ground level)	60%					Not Applicable		
Applied or Painted Window Signs								
Other Restrictions	Permanent applied window signs shall be affixed to the window in a professional manner (<i>e.g.</i> , without wrinkles, bubbles, tape, etc.)					Not Applicable		

14-4-30 Standards for Detached Permanent Signs

Detached permanent signs are allowed according to the standards in Table 14-4-30, *Detached Permanent Signs*.

**Table 14-4-30
DETACHED PERMANENT SIGNS**

Type of Sign / Standard	Zoning District							
	Gaming		Commercial			Residential		Other
	HDG	GGG	GPC	LCC	TSL	HDR	LDR / MDR	RCE
Monument Signs								
Max. Number of Signs	Not Allowed	1 per vehicular entrance to property				1 per street frontage	Not Allowed	1 per street frontage
Max. Sign Area	Not Applicable	1 sf. per 3 lf. street frontage up to and including 120 ft. of frontage, then 1 sf. per 6 lf. of street frontage thereafter, rounded down, not to exceed 100 sf.				16 sf.	Not Applicable	12 sf.
Max. Sign Height	Not Applicable	6 ft.; plus 1 ft. per 45 lf. of street frontage, not to exceed 16 ft.				6 ft.	Not Applicable	5 ft.
Min. Sign Setbacks from All Property Lines ¹	Not Applicable	3 ft.					Not Applicable	3 ft.
Min. Landscape Area around Base of Sign ^{1, 2}	Not Applicable	3 ft.					Not Applicable	3 ft.
Banner Frames Mounted on Handrails or Retaining Walls								
Max. Number of Signs	3 per building elevation		1 per building		Not Allowed			
Max. Sign Area (per sign)	32 sf.		32 sf.		Not Applicable			
Other Restrictions	banner frames mounted to building elevation along the building frontage (see Table 14-4-20A) are counted towards max. number of signs				Not Applicable			

**Table 14-4-30
DETACHED PERMANENT SIGNS**

Type of Sign / Standard	Zoning District							
	Gaming		Commercial			Residential		Other
	HDG	GGG	GPC	LCC	TSL	HDR	LDR / MDR	RCE

TABLE NOTES:

¹ Signs may be approved in other locations (e.g., medians) by Sign Design Program alternative approval

² The minimum landscape area is measured as a distance from the base of the sign in all horizontal directions

**Article V
Standards for Temporary Signs**

14-5-10 Standards for Attached Temporary Signs

- (a) Generally. Attached temporary signs are allowed subject to the standards of this Section, for the duration that is set out in Section 14-5-30, *Duration of Display of Temporary Signs*.
- (b) Banners. Banners are permitted in the HDG, GGG, GPC, LCC, and TSL zoning districts, provided that there is not more than one banner displayed per street frontage, unless banner frames are present, in which case one banner may be displayed in each banner frame, and banners may not be displayed outside of the banner frames.
- (c) Sock Signs and Temporary Wall Signs. Sock signs and temporary wall signs are permitted in the HDG, GGG, GPC, LCC, and TSL zoning districts, provided that they are used during a period not to exceed 45 days in which a new permanent sign or sign component is being fabricated and installed.
- (d) Window Signs.
 - (1) Temporary window signs are allowed in all locations where permanent window signs are allowed, provided that the applicable transparency standards of Table 14-4-20(c), *Window Signs*, are met.
 - (2) Temporary window signs shall be affixed to the window such that the fastener (e.g., tape) is not highly visible, or shall be mounted vertically inside of the building for viewing through the window.

14-5-20 Standards for Detached Temporary Signs

The maximum number, maximum sign area, maximum height, and other restrictions that apply to detached temporary signs are set out in Table 14-5-20, *Standards for Detached Temporary Signs*.

Table 14-5-20 STANDARDS FOR DETACHED TEMPORARY SIGNS								
Type of Sign / Standard	Zoning District							
	Gaming		Commercial			Residential		Other
	HDG	GGG	GPC	LCC	TSL	HDR	LDR / MDR	RCE
Yard Signs								
Max. Number of Signs	Not Allowed		1 per driveway			Not limited for permitted detached and attached residential uses; 2 per driveway for multifamily and nonresidential uses; 2 per frontage for vacant property		
Max. Sign Area (per sign)	Not Applicable		5 sf.			6 sf.		
Max. Sign Height	Not Applicable		3 ft.			3 ft.		
Min. Setback from Property Lines	Not Applicable		Greater of: (i) 2 ft., or (ii) 1 ft. from interior edge of sidewalk					
Other Restrictions	Not Applicable		Must be staked within a landscape area					
Site Signs								
Max. Number of Signs	1 per lot		1 per frontage				1 per parcel of at least 5 acres in area	1 per frontage
Max. Sign Area (per sign / total)	16 sf.		32 sf.				16 sf.	16 sf.
Max. Sign Height	5 ft.		5 ft.				5 ft.	5 ft.

**Table 14-5-20
STANDARDS FOR DETACHED TEMPORARY SIGNS**

Type of Sign / Standard	Zoning District							
	Gaming		Commercial			Residential		Other
	HDG	GGG	GPC	LCC	TSL	HDR	LDR / MDR	RCE
Min. Setback from Property Lines	2 ft. if staked; 0 ft. if installed on temporary construction site fencing							
Other Restrictions	Not allowed if a swing sign is present on the property. Must be staked within a permeable landscape area that extends at least 18 inches in all horizontal directions from sign base; or fastened to temporary construction site fencing. If permeable landscape area or temporary construction fence is not present, Site Sign is not allowed.							
Swing Signs								
Max. Number of Signs	Not Allowed				1 per residential lot			
Max. Sign Area (per sign / total)	Not Applicable				5 sf., including riders			
Max. Sign Height	Not Applicable				5 ft.			
Min. Setback from Property Lines	Not Applicable				2 ft.			
Other Restrictions	Not Applicable				Must be staked within a permeable landscape area that extends at least 18 inches in all horizontal directions from sign base; not allowed if site sign is present on property			
Sidewalk Signs								
Max. Number of Signs	1 per primary building entrance				Not Allowed			
Max. Sign Area (per sign)	6 sf.				Not Applicable			
Max. Sign Height	4 ft.				Not Applicable			

Table 14-5-20 STANDARDS FOR DETACHED TEMPORARY SIGNS								
Type of Sign / Standard	Zoning District							
	Gaming		Commercial			Residential		Other
	HDG	GGG	GPC	LCC	TSL	HDR	LDR / MDR	RCE
Other Restrictions	Must leave at least 4 feet of clear sidewalk width for pedestrian use, and at least 3 feet of clear width at recessed building entries; must not obstruct pedestrian travel path or principal building entrance; must be weighted, anchored, or tethered to avoid movement in high winds; not allowed in public right-of-way unless licensed by City					Not Applicable		
Banners								
Max. Number of Signs	1 per frontage					Not Allowed		
Max. Sign Area (per sign)	32 sf.					Not Applicable		
Other Restrictions	Must be affixed to existing fence; retaining wall; or handrail; standards set out in Sec. 14-5-10(b) apply; mounting hardware (e.g., hooks, eyelets, ropes and cords) must be concealed					Not Applicable		

14-5-30 Duration of Display of Temporary Signs

- (a) Generally. The purpose of temporary signs is to display messages for a temporary duration. Temporary signs shall not be used as a subterfuge to circumvent the regulations that apply to permanent signs or to add permanent signage to a property in addition to that which is allowed by this Chapter.
- (b) Classification of Temporary Sign Materials. Temporary signs are constructed from a variety of materials with varying degrees of durability. Common materials are classified in Table 14-5-30(a), Classification of Temporary Sign Materials.

Table 14-5-30(a)
CLASSIFICATION OF TEMPORARY SIGN MATERIALS

Material	Material Class				
	1	2	3	4	5
Paper, card stock, foam core board, or cardboard	✓				
Laminated paper or cardstock, polyethylene bags		✓			
Cloth, canvas, nylon, polyester, burlap, flexible vinyl, or other flexible material of comparable durability			✓		
Inflexible vinyl, hard plastic, composite, or corrugated plastic ("coroplast")				✓	
Wood or metal					✓

(c) Duration of Display.

- (1) In general, a temporary sign shall be removed as of the earlier of the date that:
- a. It becomes an Abandoned Sign; or
 - b. It falls into disrepair (*see* Section 14-7-10, *Sign Maintenance*); or
 - c. The number of days set out in Table 14-5-30(b), *Duration of Temporary Signs by Material Class* expires.

Table 14-5-30(b)
DURATION OF TEMPORARY SIGNS BY MATERIAL CLASS

Sign Type	Max. Duration for Individual Sign by Material Class					Max. Posting Days / Year
	1	2	3	4	5	
Yard Sign	3 days	30 days	Not Allowed	60 days	180 days	180 days
Site Sign	Not Allowed	Not Allowed	Not Allowed	60 days	180 days	300 days ¹
Swing Sign	Not Allowed	Not Allowed	Not Allowed	60 days	180 days	300 days ¹
Sidewalk Sign	Not Allowed	Not Allowed	Not Allowed	6 AM to 10 PM daily ²		365 days
Banner	Not Allowed	Not Allowed	180 days ³	Not Allowed	Not Allowed	180 days ³

Table 14-5-30(b) DURATION OF TEMPORARY SIGNS BY MATERIAL CLASS						
Sign Type	Max. Duration for Individual Sign by Material Class					Max. Posting Days / Year
	1	2	3	4	5	
Window Sign	90 days	90 days	Not Allowed	90 days	90 days	365 days

TABLE NOTES:

¹ alternatively, the sign type may be displayed for 420 days every two calendar years

² or as otherwise allowed by right-of-way license

³ banners that are mounted in banner frames may be displayed until they fade, tear, or otherwise fall into disrepair

(2) Temporary signs that are required due to governmental regulation (*e.g.*, public notices) shall be removed as required by the applicable regulation.

(d) Administrative Interpretations. Materials for signage that are not listed in this Section may be introduced into the market. When a material is proposed that is not listed in this Section, the HPO shall determine the class of materials with which the new material is comparable, based on the new material's appearance, durability, and colorfastness. No temporary sign shall be displayed for a longer period than the longest permitted period in this Section, regardless of the material.

Article VI

Permitting Procedures; Sign Design Program Alternative

14-6-10 Permitting Procedures

- (a) Generally. Applications for sign permits shall be submitted on a form approved by the HPO, and accompanied by the processing fee that is specified in the City's Fee Schedule established by the City Council by resolution from time to time, along with any fees that are due pursuant to the applicable building code.
- (b) Sign Permits. The HPO shall approve or deny sign permit applications within a processing period of fourteen (14) days after receipt of a complete application and fee. If an application is denied, the HPO shall specify the reason for denial to the applicant in writing. If the HPO does not decide the application within the processing period, the application is approved.
- (c) Calculation of Processing Period. For the purposes of calculating any Processing Period set out in this Article, the first day is not counted, and the Processing Period ends at 11:59 PM on last day of the processing period. If the end of the

Processing Period is a weekend day or legal holiday, the Processing Period shall be extended until 11:59 PM on the next business day.

14-6-20 Sign Design Program Alternative

- (a) Purpose. The requirements of this Chapter ensure that signs that meet certain minimum standards for public safety and consistency with the historic character of development in Central City may be promptly approved and displayed. In some cases, alternative standards may improve the aesthetic and functional qualities of the development. Approval of a Sign Design Program pursuant to the standards of this Section allows for unified presentation of signage throughout a development, flexibility to address unique environments, and pre-approval of designs and design elements to make processing of subsequent applications for sign permits more efficient. To these ends, a Sign Design Program alternative is hereby created.
- (b) Authorization to Modify Requirements. Signage which is proposed as part of a Sign Design Program may deviate from the standards of this Chapter in terms of the types and numbers of signs allowed, the maximum sign area, fonts, colors, and materials and illumination standards, subject to compliance with an approved Sign Design Program.
- (c) Procedures. Sign Design Program applications shall be submitted on a form approved by the HPO, accompanied by the applicable processing fee. City Staff shall review the application for completeness and shall forward the application to the HPC for consideration at a noticed public hearing within 45 days after the date of application. The HPC shall consider the application at the public hearing, and shall either approve the application, approve the application with conditions unrelated to sign content or viewpoint, or deny the application after applying the approval criteria set out in Subsection (d) below, subject to the limitations of Subsection (e) below. Public hearings on Sign Design Program applications shall not be tabled or continued without the applicant's consent, which shall be included in the record of the hearing. If the HPC does not decide the application within the processing period, the application is approved.
- (d) Approval Criteria. The HPC may approve a Sign Design Program if it finds that the Sign Design Program results in a substantially improved, comprehensive, and unified proposal compared to what is allowed through strict compliance with the sign regulations of this Chapter.
 - (1) *Modification of Sign Setbacks or Required Landscape Area.* Setbacks or required landscape area for detached signs may be different from the requirements of this Chapter if it is demonstrated that there is no impact on public safety or on utility easements, the aesthetic impact of the modification is appropriately mitigated, and all other requirements for approval of a Sign Design Program are met.

- (2) *Architectural Theme.* All signs shall be architecturally integrated into or complimentary to the design and materials of the buildings and character of the site, and shall use similar, complimentary, or coordinated design features, materials, fonts, and colors. The Sign Design Program shall establish or continue an integrated architectural vocabulary and cohesive theme for the development. Within the NHL, signs shall not degrade the historic character of the buildings to which they relate.
- (3) *Height, Area, Number and Location of Signs.* The height, area, type, number and location of signs permitted through the Sign Design Program shall be determined by the HPC, based on the following criteria:
 - a. The overall size of the development and the scale of the use or uses located or anticipated to be located there (larger land areas and scales of use tend to favor larger signs and / or more signs);
 - b. The relationship between the building setback and sign location (higher visibility signage may be appropriate for buildings with lower visibility);
 - c. Frontage (larger frontages may justify more or larger signs, particularly if the size of the frontage tends to prevent sign clutter by allowing additional spacing between signs);
 - d. Access and visibility to the site;
 - e. Intended traffic circulation pattern;
 - f. Hierarchy of signage;
 - g. Relationship between the site and adjacent uses; and
 - h. Consistency with the objectives and design policies of the City's Comprehensive Plan and any applicable land use or design plans approved by the City Council for the area in which the Sign Design Program is proposed.
- (4) *Illumination.* The HPC may approve internal illumination of signs if it finds that:
 - a. The illumination standards of Section 14-3-30 are met; and
 - b. Illumination of the sign with external light sources is not practicable because it would create undue glare or sky glow due to the location and configuration of the sign.
- (e) *Maximum Total Sign Area.* The total permitted sign area approved by a Sign Design Program shall not exceed 125 percent of the sign area for permanent signs

that would otherwise be permissible if the property were in strict compliance with this Article.

- (f) **Elimination of Nonconforming Signs.** In addition to proposed new signage, all existing signs on a property for which a Sign Design Program approval is sought shall be addressed in the application. The HPC may require removal or modification of existing nonconforming signs as a condition of approval of a Sign Design Program.
- (g) **Temporary Signs.** A Sign Design Program may address temporary signs. An applicant may propose a prohibition on temporary signs as part of a Sign Design Program.
- (h) **Conditions of Approval.** The HPC may impose reasonable conditions on the Sign Design Program that are not related to the content of the signs or the viewpoints of the sign users, in order to ensure continuing compliance with the standards of this Chapter and approved Sign Design Programs.
- (i) **Denial of Proposed Sign Design Program.** If an application is denied, the HPC shall specify the reason for denial to the applicant in writing.
- (j) **Contents of Sign Design Program.** A Sign Design Program shall set forth a master plan for signage for an entire development. Sign Design Programs shall set out:
 - (1) The boundaries of the parcel or parcels in which the program will be applied;
 - (2) Architectural elevations of the buildings on the parcel or parcels;
 - (3) Sign dimensions and approximate locations;
 - (4) Materials, fonts, and colors (however, the actual content of the proposed sign need not be shown);
 - (5) Proposed illumination, including maximum illumination levels and light sources;
 - (6) A design theme with illustrative examples of each sign type, the form of each sign type, and the proposed general locations of each sign type; and
 - (7) A demonstration that the Sign Design Program will maintain historic character (if the property is located within the NHL), improve the aesthetics of the development, reduce sign clutter, and avoid or mitigate adverse impacts on the use, enjoyment, or value of adjacent and nearby property.
- (k) **Effect of Approval.** Upon approval of a Sign Design Program, sign permits shall be administratively issued, based on compliance with the standards set out in the

Sign Design Program for the development. Sign Design Programs may also specify types of signs that may be installed without further permits.

Article VII Sign Maintenance

14-7-10 Sign Maintenance

- (a) Generally. Signs and sign structures of all types (attached, detached, and temporary) shall be maintained as provided in this Section.
- (b) Paint and Finishes. Paint and other finishes shall be maintained in good condition. Peeling finishes shall be repaired. Signs with running colors shall be repainted, repaired, or removed if the running colors were not a part of the original design.
- (c) Mineral Deposits and Stains. Mineral deposits and stains shall be promptly removed.
- (d) Corrosion and Rust. Permanent signs and sign structures shall be finished and maintained to prevent corrosion and rust. A patina on copper elements (if any) is not considered rust.
- (e) Damage. Permanent signs that are damaged shall be repaired or removed within 60 days. Temporary signs that are damaged (*e.g.*, broken yard signs) shall be removed within 24 hours.
- (f) Level Position. Signs that are designed to be level, whether temporary or permanent, shall be installed and maintained in a level position.

Article VIII Nonconformities and Enforcement

14-8-10 Nonconforming Signs

- (a) Generally. Any permanent sign that exists on the effective date of this Chapter but does not conform to the provisions of Chapter is a “legal nonconforming” sign, provided that it was originally approved by a sign permit, or, if no sign permit was required under applicable law, it was in all respects in conformity with the applicable law immediately prior to the effective date, or had legal nonconforming status at such time.
- (b) Repairs and Alterations. Routine maintenance of nonconforming signs is permitted, including necessary non-structural repairs, paint, and incidental alterations (*e.g.*, changing the message of the sign by replacing or repainting the sign face). Structural alterations to nonconforming signs are permitted only if it is demonstrated that the alteration will eliminate the nonconformity.

(c) Termination and Removal.

- (1) A nonconforming sign which has been damaged by fire, wind or other cause in excess of 50 percent of its replacement cost shall not be restored except in conformance with this Chapter.
- (2) If an element of a sign that causes the sign to be nonconforming is removed, it shall not be replaced, except with a conforming element.
- (3) If a nonconforming sign structure becomes an Abandoned Sign, it shall be removed or brought into conformance with this Article. For the purposes of this standard, a temporary "sock sign" may be used to display a message while a new sign face is being created.
- (4) If a nonconforming sign structure is removed for any reason other than routine repair and maintenance, it shall not be replaced unless the replacement sign conforms to this Chapter.
- (5) Nonconforming signs that are a danger to the public safety due to damage or wear shall be removed and shall not be replaced unless the replacement sign conforms to this Chapter.

14-8-20 Enforcement

- (a) Enforcement Authority. This Chapter shall be enforced by the City Manager's designee.
- (b) Immediate Removal of Signs. Signs that are unlawfully located within public right-of-way may be summarily removed by the City and disposed of without notice.
- (c) Penalty for Noncompliance. Every person convicted of a violation of any provision of this Chapter shall be punished by a fine not to exceed the maximum fine a municipal court may impose as a matter of law for each day the violation continues. The Municipal Court may further order the defendant to remove a prohibited or unlawful sign within five days or such other time period as the Court determines is reasonable, and if the defendant fails to timely do so that the City may remove such sign and charge the property owner for the cost of removal plus a five percent fee for administration, inspection, and other incidentals.
- (d) Serving of notice.
 - (1) Notices of violation of this Chapter shall be either:
 - a. Sent by first-class mail, postage prepaid, to the address of the record owner of the real estate and/or person in possession and control of the property upon which the violation is alleged, or
 - b. Personally served upon such person.

- (2) The notice of violation shall identify the sign or activity that is in violation of this Chapter, and cite the section number that is allegedly violated. The notice of violation shall provide a period of not less than five days to cure the violation, except that the period to cure allegedly unlawful installations of permanent signs or unlawful modifications of permanent signs shall be not less than 14 days.
- (3) Failure to comply with the terms of the notice of violation may result in the summons to appear in Municipal Court.
- (e) **Lien for Collection of Fines, Penalties, and Costs.** In order to collect fines, penalties, and costs that are assessed by the Municipal Court, the City may file a lien against the property upon which the prohibited or unlawful sign is located; such lien to have priority over all liens except general taxes and prior special assessments. The lien shall be placed upon the tax rolls for the current year, to be collected in the same manner as other taxes are collected. The City may file such lien at any time not less than 30 days after judgment is entered by the Municipal Court.

Section 2. Safety Clause. The City Council hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the City of Central, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The City Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be attained.

Section 3. Severability. If any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word (collectively, "Provision") of this Ordinance is declared unconstitutional by a court of competent jurisdiction, the declaration of such unconstitutionality shall not affect any other Provision of this Ordinance. It is the intent of the City Council that: (a) severability shall apply even if severance of a Provision would result in a situation where there would be less speech, whether by subjecting previously exempt signs to permitting or otherwise; (b) severability shall apply to prohibited sign types and prohibited sign elements, such that as many prohibited sign types and sign elements as may be constitutionally prohibited shall continue to be prohibited; and (c) severability shall apply to any Provision that is found to be content-based and declared to be unconstitutional, such that only that portion of the provision that is found to relate to content shall be severed, and if it is not possible to strike only the portion of the provision that is found to relate to content, then all signs that would be subject to the stricken Provision shall instead be subject to the next surviving Provision for a sign of comparable geometry and character that is more restrictive than the stricken Provision in terms of sign area.

Section 4. Repeal. Any and all ordinances or codes or parts thereof in conflict or inconsistent herewith are, to the extent of such conflict or inconsistency, hereby repealed; provided, however, that the repeal of any such ordinance or code or part thereof shall not revive any other section or part of any ordinance or code heretofore repealed or superseded and this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or

committed in violation of any ordinance hereby repealed prior to the effective date of this Ordinance.

Section 5. **Effective Date.** This Ordinance shall become effective immediately following publication, public hearing and the approval of City Council following second reading in accordance with Sections 5.9 and 5.10 of the City Charter.

INTRODUCED AND READ by title only on first reading at the regular meeting of the City Council of the City of Central on the 6th day of October, 2015, at Central City, Colorado.

CITY OF CENTRAL, COLORADO

Ronald E. Engels, Mayor

Approved as to form:

Marcus McAskin, City Attorney

ATTEST:

Reba Bechtel, City Clerk

PASSED AND ADOPTED on second reading, at the regular meeting of the City Council of the City of Central on the 3rd day of November, 2015.

CITY OF CENTRAL, COLORADO

Ronald E. Engels, Mayor

ATTEST:

Reba Bechtel, City Clerk

POSTED IN FULL AND PUBLISHED BY TITLE AND SUMMARY in the Weekly Register Call newspaper on October 8, 2015.

POSTED AND PUBLISHED BY TITLE [AND SUMMARY IF AMENDED ON SECOND READING] in the Weekly Register Call newspaper on November 5, 2015.

CITY OF CENTRAL, COLORADO

Ronald E. Engels, Mayor

ATTEST:

Reba Bechtel City Clerk

**CITY OF CENTRAL, COLORADO
ORDINANCE 15-07**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
CENTRAL, COLORADO REPEALING AND REENACTING CHAPTER
14 OF THE CITY OF CENTRAL MUNICIPAL CODE IN ITS ENTIRETY
REGARDING SIGN REGULATIONS**

WHEREAS, the City of Central ("City") is authorized under its home rule charter and Title 31 of the Colorado Revised Statutes to adopt and amend ordinances in furtherance of governmental administration and the City's police powers; and

WHEREAS, the City Council previously codified the ordinances of the City via Ordinance No. 94-3 into the Municipal Code; and

WHEREAS, in furtherance of the public health, safety and welfare of the City of Central, the City Council wishes to update the Municipal Code, chapter by chapter, to create administrative efficiencies and to reflect current City practices and policies; and

WHEREAS, the City's Historic Preservation Commission has considered the proposed changes to Chapter 14 of the Municipal Code at a duly noticed public meeting held on September 9, 2015, and has provided its recommendations to City Council concerning same; and

WHEREAS, the City Council has considered the repeal and reenactment of Chapter 14 of the Municipal Code in a Council work session held on September 15, 2015; ~~and~~ and in a Council work session held on October 6, 2015; and

WHEREAS, the City Council conducted a public hearing, with proper notice provided, to consider adoption of this Ordinance as required by law; and

BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF CENTRAL, COLORADO THAT:

Section 1. Chapter 14, currently titled "Sign Code" is hereby repealed and replaced to read in its entirety as follows:

CHAPTER 14 Sign Code

Article I	Findings; Purpose; Objectives; Authority; Applicability; and Exceptions
Sec. 14-1-10	Findings of Fact
Sec. 14-1-20	Purpose
Sec. 14-1-30	Objectives
Sec. 14-1-40	Authority
Sec. 14-1-50	Applicability and Exceptions

Article II	Measurements and Calculations; General Design Standards; Content <u>Definitions</u>
Sec. 14-2-10	<u>Definitions</u>

Article III	Measurements and Calculations; General Design Standards; Content
Sec. 14- 23 -10	<u>Measurements and Calculations</u>
Sec. 14- 3 -20	Prohibitions
Sec. 14- 23 -30	Illumination
Sec. 14- 23 -40	Electronic Message Centers
Sec. 14- 23 -50	Content

Article III <u>IV</u>	Standards for Permanent Signs
Sec. 14- 34 -10	Historic Materials and Colors
Sec. 14- 34 -20	Standards for Attached Permanent Signs
Sec. 14- 34 -30	Standards for Detached Permanent Signs

Article IV <u>V</u>	Standards for Temporary Signs
Sec. 14- 45 -10	Standards for Attached Temporary Signs
Sec. 14- 45 -20	Standards for Detached Temporary Signs
Sec. 14- 45 -30	Duration of Display of Temporary Signs

Article V <u>VI</u>	Permitting Procedures; Sign Design Program Alternative
Sec. 14- 56 -10	Permitting Procedures
Sec. 14- 56 -20	Sign Design Program Alternative

Article V <u>VII</u>	Sign Maintenance
Sec. 14- 67 -10	Sign Maintenance

Article V <u>VIII</u>	Non Conformities and Enforcement
Sec. 14- 78 -10	Nonconforming Signs
Sec. 14- 78 -20	Enforcement

Article VIII	Definitions
Sec. 14- 8 -10	Definitions

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Article I

Findings; Purpose; Objectives; Authority; Applicability; and Exceptions

14-1-10 Findings of Fact.

The City Council finds as follows:

- (a) This Chapter advances important, substantial, and compelling governmental interests.
- (b) The regulations set out in this Chapter are unrelated to the suppression of constitutionally-protected free expression and do not involve the content of protected messages which may be displayed on signs, nor do they involve the viewpoint of individual speakers.
- (c) The incidental restriction on the freedom of speech that may result from the regulation of signs hereunder is no greater than is essential to the furtherance of the important, substantial, and compelling interests that are advanced by this Chapter.
- (d) The City has a compelling interest in maintaining, perpetuating, and enhancing the authentic and unique historic character within the National Historic Landmark District (“NHL”); as the NHL is not only a nationally-significant historic resource of exceptional quality and integrity, but also a critical element of the community’s identity and economic well-being.
- (e) Historic character can be protected by reasonable regulation of materials, fonts, and colors used for signs, without regard to the message displayed on the signs.
- (f) The City has an important and substantial interest in preventing sign clutter (which is the proliferation of signs of increasing size and dimensions as a result of competition among property owners for the attention of passing motorists and pedestrians), because sign clutter:
 - (1) Creates visual distraction and obstructs views, potentially creating a public safety hazard for motorists, bicyclists, and pedestrians;
 - (2) May involve physical obstructions of streets or sidewalks, creating public safety hazards;
 - (3) Degrades the aesthetic and essential historic character of the City, making the City a less attractive place for tourism, commerce, and private investment; and
 - (4) Dilutes or obscures messages displayed along the City’s streets through the proliferation of distracting structures and competing messages.
- (g) The City has an important and substantial interest in protecting the health of its tree canopy, which contributes to the character and value of the community.

- (h) The City has a substantial and / or compelling interest in preventing traffic accidents.
- (i) Sign clutter can be reduced and prevented by reasonable sign regulations that:
 - (1) Do not relate to the content of the regulated signs; and
 - (2) Balance the legitimate needs of individuals, entities, and organizations to convey messages with the legitimate objectives of the City to promote public safety, enhance community character, protect and sustain historic character, and support and enhance private property values.
- (j) Temporary signs may be degraded, damaged, moved, or destroyed by wind, rain, snow, ice, and sun, and after such degradation, damage, movement, or destruction, such signs harm the safety and aesthetics of the City's streets if they are not removed.
- (k) Certain types of speech are not constitutionally protected due to the harm that they cause to individuals or the community.
- (l) The City has a compelling interest in protecting minors from speech that is harmful to them as provided by state or federal law, and such speech may be prohibited in places that are accessible to minors.

14-1-20 Purpose.

The purpose of this Chapter is to set out reasonable regulations for the design, location, installation, operation, repair, and maintenance of signs in a manner that advances the City's important, substantial, and compelling interests set out in Section 14-1-10, while simultaneously safeguarding the constitutionally protected right of free speech.

14-1-30 Objectives.

The objective of the regulations of this Chapter is to provide a balanced and fair legal framework for the design, location, installation, operation, repair, and maintenance of signs that:

- (a) Promotes the safety of persons and property by ensuring that signs do not create a hazard by:
 - (1) Collapsing, catching fire, or otherwise decaying;
 - (2) Confusing or distracting motorists; or
 - (3) Impairing drivers' ability to see pedestrians, obstacles or other vehicles, or to read traffic signs; and
- (b) Promotes the efficient communication of messages, and ensures that persons exposed to signs:
 - (1) Are not overwhelmed by the number of messages presented; and

- (2) Are able to exercise freedom of choice to observe or ignore said messages according to the observer's purpose; and
- (c) Protects the public welfare and enhances the appearance and economic value of the landscape by reducing and preventing sign clutter;
- (d) Protects the integrity and character of the City's unique, authentic historic areas;
- (e) Ensures that signs are compatible with their surroundings, and prevents the construction of signs that are a nuisance to occupants of adjacent and contiguous property or users of the public rights-of-way due to brightness, glare, reflectivity, bulk, or height; and
- (f) Provides timely, fair, and consistent permitting and enforcement.

14-1-40 Authority.

- (a) Generally. The City has the authority to regulate signs under the United States Constitution, the Constitution of the State of Colorado, and its home rule Charter.
- (b) Marijuana Businesses. The content of signs related to the marijuana business is restricted by state laws and regulations, and both the advertising and sale of marijuana are prohibited by federal law. The City has no authority to supersede state or federal marijuana laws.

14-1-50 Applicability and Exceptions.

- (a) Applicability of Chapter.
 - (1) *Generally.* All construction, relocation, enlargement, alteration, and modification of signs within the City shall conform to the applicable requirements of this Chapter. This Chapter applies only to signs that are integrated into, attached to, installed upon, or set upon the ground, a structure, landscaping, or a building, or installed within a building within six feet of a window. This Chapter does not apply to signs that are affixed to or painted on vehicles (except as provided in Section 14-23-20(c)) or to signs that are carried by people.
 - (2) *Comprehensive Sign Plans.* Comprehensive Sign Plans that are approved prior to the effective date may be carried out according to their terms. Signs permitted pursuant to an approved Comprehensive Sign Program shall be considered conforming to the requirements of this Chapter.
 - (3) *Signs Permitted Before Effective Date.* Except as provided in Subsection (a)(2), above, if a permit for a sign has been issued in accordance with applicable City ordinances in effect prior to the effective date of this Chapter, and provided that construction is commenced pursuant to the permit within six months of the effective date of this ~~Article~~Chapter or prior to the expiration of the permit, whichever occurs first, and is

diligently pursued to completion, said sign may be completed in accordance with the approved plans on the basis of which the permit has been issued. The sign will be thereafter subject to the provisions of Section 14-~~78~~-10 regarding nonconforming signs, if applicable.

(b) Other Regulations.

- (1) In addition to the regulations set out in this Chapter, signs may also be subject to applicable State laws and regulations (*e.g.*, State of Colorado, Department of Highways, “Rules and Regulations Pertaining to Outdoor Advertising,” effective January 1, 1984, as may be amended from time to time), Federal laws and regulations, and applicable adopted building codes.
- (2) Where any provision of this Chapter covers the same subject matter as other regulations of the City, the more restrictive regulation shall apply, unless the City determines that the more restrictive regulation is clearly unenforceable as a matter of law.
- (3) Where any provision of this Chapter covers the same subject matter as other regulations of the State of Colorado or the United States, the applicant is advised that nothing in this Chapter shall be construed as a defense to a violation of applicable state or federal law except as provided in the state or federal law.

(c) Sign Permit Required. A Sign Permit is required prior to any repair or restoration of a Landmark Sign and for the erection, installation, or substantial modification of any sign that is not an Exempt Sign as defined in Subsection (d), below. Sign Permits are issued by the HPO for signs that comply with all of the applicable standards of this Chapter, an approved Comprehensive Sign Program (see Section 14-1-50(a)(2)), or an approved Sign Design Program.

(d) Exemptions from Permit Requirement. The following “Exempt Signs” are not exempt from applicable provisions of this Chapter, but are exempt from the requirement of Subsection (c) that a sign permit be obtained prior to installation. Exempt Signs may require a building permit or other related permit if they are subject to a building or electrical code.

(1) *Public Signs.* Signs that are posted by:

- a. The City on property owned, leased, licensed, or comparably controlled by the City; or
- b. Governmental entities that are not subject to City jurisdiction.

(2) *Required Signs.* Signs that are required by law or regulation:

- a. In furtherance of the performance of a public duty or function (*e.g.*, temporary or permanent traffic controls and street signs); or

- b. To give legal notice (*e.g.*, notices of pending action pursuant to City ordinances); or
 - c. To comply with building codes (*e.g.*, address numbers); or
 - d. To comply with other laws or regulations.
- (3) *Optional Residential Signs.* One wall sign, affixed to a residential building on its front elevation, provided that the sign does not exceed five square feet in sign area.
- (4) *Flags.* Flags that are hung from not more than three rigid, building-mounted or ground-mounted flagpoles per property, provided that:
- a. flags are flown full-staff, except by order of the President of The United States, by order of the Governor of Colorado, on May 15th (sunrise until sunset), on Memorial Day (sunrise until NOON), on September 11 (sunrise until sunset), on Korean War Veterans Armistice Day (sunrise until sunset), on National Firefighters Memorial Day (sunrise until sunset), and on Pearl Harbor Remembrance Day (sunrise to sunset);
 - b. there is at least six feet of sign clearance when flags are flown full-staff, or, in the case of building-mounted flags, the flags do not project into areas used by vehicles or pedestrians;
 - c. no more than three flags are flown from any one flagpole; and
 - d. no flag exceeds 32 square feet in area.
- (5) *Small Signs with De Minimis Area.*
- a. Signs that are affixed to a building or structure, that do not exceed one square foot in sign area, provided that only one such sign is present on each elevation that is visible from public rights-of-way or neighboring property; and
 - b. Signs that are less than three-fourths of a square foot in area that are affixed to machines, equipment, fences, gates, walls, gasoline pumps, public telephones, or utility cabinets.
- (6) *Holiday Decorations.* Decorations and signs that are clearly incidental, customary, and commonly associated with a holiday.
- (7) *Interior Signs.* Signs that are not visible from residential lots, abutting property, public rights of way, or property located at a higher elevation than the property upon which the sign is installed.
- (8) *Temporary Signs.* Temporary signs that are in compliance with the applicable requirements of Article 4.V. Standards for Temporary Signs.

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Article II
Definitions

14-2-10 **Definitions**

Abandoned Sign means a sign that does not contain a message, or contains a commercial or event-based message that is obviously obsolete (e.g., the name of a business that is no longer operational, or an advertisement for an event that has already occurred), for a continuous period of 60 days.

Attached Sign means a sign that is attached to or located inside a building (e.g., a wall sign, projecting sign, awning sign, or window sign).

Awning Sign means a sign that is mounted, painted, or attached to canvas or other material that is installed over a projecting structural framework above a building window or door.

Banner means a type of temporary sign that is painted or printed on cloth, vinyl, or other flexible material, which is designed to be stretched between poles, fence posts or wire, or hung on walls with ties, clips, rails, brackets, hooks, or frames.

Banner Frame means a frame system that is used for stretching banners, which is designed to prevent wrinkling and movement and to conceal fasteners.

Bracket Sign means a type of permanent sign that is mounted above a principal entrance to a building, on a bracket that extends generally perpendicular to the building wall; with the bracket attached either to the building wall or to the underside of a canopy or awning structure.

Building Elevation means the external face of a building, projected onto a two-dimensional plane. For purposes of calculating allowed sign area, the building elevation is the two-dimensional representation of the side of the building upon which the sign is proposed.

Bulletin Board means a cabinet sign structure that houses a display board upon which bulletins and posters are displayed.

City means Central City, Colorado, a Colorado home-rule municipality.

Detached Sign means a sign that is not attached to or located inside a building (e.g., a monument sign or pole sign).

e.g. means “for example,” and is intended to be illustrative and not exclusive

Electronic Message Center means a display surface that is composed of light emitting diodes (LEDs) that is capable of displaying variable messages and graphics, which are generally created on a computer.

Feather Flag means a flag that is mounted on a temporary flagpole (e.g., a flagpole that is installed in a mount that is staked into the ground), which may be vertical, bowed, or flexible. Feather flags do not include flags that are flown from straight, rigid flagpoles that are permanently installed in the ground or temporarily or permanently attached to buildings, light poles, or utility poles.



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Flag means a flexible piece of fabric, that is attached along one edge to a straight, rigid flagpole (directly or with rope), and which is designed to move when the wind blows. Flags are typically (but not necessarily) rectangular in shape, and often (but not always) include printed or embroidered insignia that symbolizes a nation, state, or organization, or that display a graphic or message.

Foot-Candle means a unit of measurement of the intensity of light falling on a surface, equal to one lumen per square foot.

Free-Standing Sign means a pole sign or a monument sign.

Glare means light emitted from a luminaire at an angle of 0 to 30 degrees downward from the horizontal plane at which the luminaire is installed, that trespasses beyond the object that the luminaire is intended to illuminate.

Historic Color Palette means the color palettes set out in the Benjamin Moore Historic Color Palette and the Kwal Paint Historic Colors of America, and such other colors as may be approved by the Historic Preservation Commission based on appropriate documentation.

Historic Fonts Palette means a collection of fonts that is approved by the Historic Preservation Commission as identical to or consistent with the typefaces during the period of significance of the NHL.

Landmark Sign means a sign that has been continuously displayed since 1930.

Lf. means linear foot.

Lux means a measure of illuminance (a measure of light that falls upon or passes through an object), in terms of lumens per square meter.

Manual Changeable Copy Center means a sign element in which letters, numbers, or symbols may be changed manually without altering the face of the sign (e.g., by placement of letters into tracks). Manual changeable copy centers are sometimes known as "readerboards" or "marquee signs."

Monument Sign means a type of freestanding permanent sign generally having a low profile with little or no open space between the surface of the ground and the sign face or frame.

National Historic Landmark District ("NHL") means the Central City/Black Hawk Historic District, a National Historic Landmark District.

Outlying Area means any area in the City which is not part of the NHL.

Period of Significance means the period between 1859 and 1918.

Pixel Pitch means a measurement of the resolution of an electronic message center display, in terms of the distance (generally in millimeters) between the center of a light emitting diode (LED) cluster (pixel) and the center of the next LED pixel. Lower pixel pitch measurements indicate higher display resolution.

Pole Sign means a type of freestanding permanent sign that is mounted upon one or more poles.

Portable Sign means a sign that is designed to be easily moved from one location to another, and when placed, is neither fastened to a permanent structure or building, nor staked or otherwise installed into the ground. Portable signs include signs that are mounted on trailers, wheeled carriers, or frames that are designed to be placed onto a surface without being secured to it.

Principal Building Entrance means a primary point of public pedestrian access into a building. The phrase "principal building entrance" does not include doors used principally as emergency exits, or doors that provide restricted access (e.g., for employees or deliveries).

Projecting Sign means a sign that is mounted upon a building wall such that the sign face is not roughly parallel to the building wall.

Roof Sign means a sign that is installed, in whole or in part, above an eave line or parapet of a building.

sf. means square foot.

Sidewalk Sign means a type of portable sign that is designed to be placed (but generally not anchored) upon a hard surface in order to attract the attention of pedestrians.

Sign means any surface, device, fabric, or display which bears or displays lettered, pictorial, or sculptured matter that is visible from abutting property, a public street, sidewalk, right-of-way, or other property at a higher elevation than the property on which the sign is installed, and that is used to convey information to the public or to direct or attract attention to another object, or to a person, institution, organization, business, product, service, event, location, concept, or idea. The term "sign" also includes the following items regardless of whether they include lettered or pictorial material, if they otherwise meet the above-stated definition in terms of visibility and use: bubble machines, pinwheels, searchlights, pendants, streamers, inflatable figures or objects (including but not limited to "dancing" inflatable devices and balloons). The term "sign" includes all structural members (if any).

Sign Band means an area on a building facade usually located immediately above the storefront and below the second story window sill, or below the cornice line, where signs were historically attached.

Sign Face means the surface area of a sign which is designed for placement of text, symbols, or images. The sign face does not include the supporting structure, if any, unless the supporting structure is used for the display of text, symbols, or images. For wall signs, the sign face is equal to the sign area of the wall sign, or the area within any frame or color used to define, differentiate, or mount the wall sign, whichever is larger.

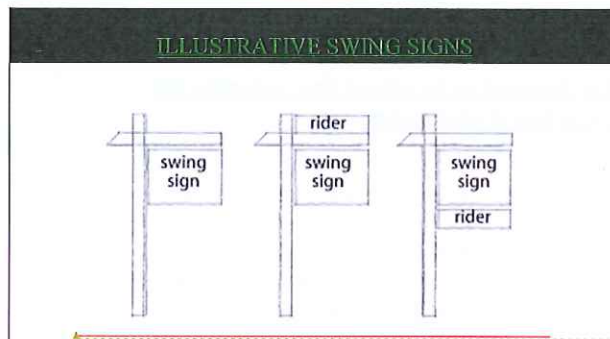
Site Sign means a type of temporary sign that is constructed of vinyl, plastic, wood, metal, or other comparable rigid material, which is displayed on a structure that includes at least two posts.

Sock Sign means a type of temporary sign that is constructed of flexible material, designed to fit over a permanent sign face or mount.

Street Elevation means a street-facing building elevation.

Substantial Modification means any modification of a sign that involves alteration or replacement of a structural support, enlargement of the sign area, material changes to the sign height or sign clearance, obvious changes of materials or components (e.g., replacement of wood with plastic), addition of new components (e.g., installation of lighting) or repairs that cost more than fifty percent of the replacement cost of the sign. Substantial modifications do not include replacement of sign panels in a sign cabinet with comparable materials that display different messages, replacement of existing light sources with compliant light sources (unless the electrical work exceeds the repairs limit), painting, or repainting.

Swing Sign means a type of temporary sign that is suspended from a horizontal swing post that is attached to a post that is staked into the ground. Swing signs may include riders that are mounted to the swing post or suspended under the sign panel.



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Uplight means light emitted from a luminaire at an upward angle from the horizontal plane at which the luminaire is installed, that trespasses beyond or away from the object that the luminaire is intended to illuminate.

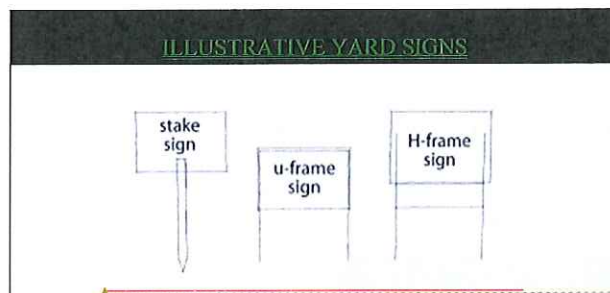
Wall Sign, Painted or Applied means a type of permanent sign that is painted on or applied to a wall of a building, which extends not more than two inches from the building wall.

Wall Sign, Cabinet means a type of permanent sign that is installed against the wall of a building, with a structure that extends more than two inches, but not more than one foot, from the building wall and a sign face that is roughly parallel to the building wall upon which the sign is mounted.

Window Sign means a type of temporary or permanent sign that is: (i) painted on, applied to, or attached to a window; or (ii) installed or positioned within a building such that the sign face is oriented towards and highly visible through a window that is within six feet of the sign.

Window Transparency, means, for the purposes of this Chapter, any area of a window that is not covered or obstructed by a sign, such that the visibility through the window in both directions is not blocked. The actual visibility through the window (e.g., a pedestrian's ability to overcome daytime glare) is not a factor in the determination of window transparency, provided that the window is not treated with a reflective coating.

Yard Sign means a type of temporary sign that is constructed of paper, vinyl, plastic, wood, metal or other comparable material, which is mounted on a stake or a frame structure (often made from wire) that includes one or more stakes.



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Zoning District means a district established by Article II of the Zoning Ordinance, including: Resource District (RCE); Low Density Residential (LDR); Medium Density Residential (MDR); High Density Residential (HDR); Historic Downtown Gaming (HDG); Gregory Gulch Gaming (GGG); Transitional (TSL); Limited Community Commercial (LCC); and General Purpose Commercial (GPC).

Zoning Map means the City of Central Zoning Map that is adopted by reference in Section 16-31, Zoning Ordinance, as it may be amended from time to time.

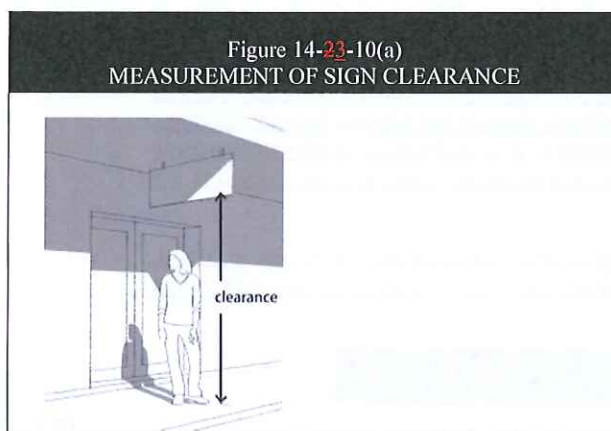
Zoning Ordinance means Chapter 16, Zoning, Central City Colorado Municipal Code, as amended from time to time.

Article III

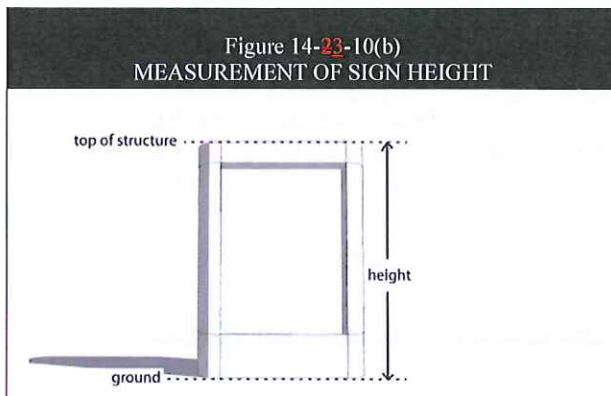
Measurements and Calculations; General Design Standards; Content

14-23-10 Measurements and Calculations.

- (a) **Sign Clearance.** Sign clearance is the distance between the bottom of a sign face or structural element that is not affixed to the ground and the nearest point on the ground-level surface under it. *See Figure 14-23-10(a), Measurement of Sign Clearance.*

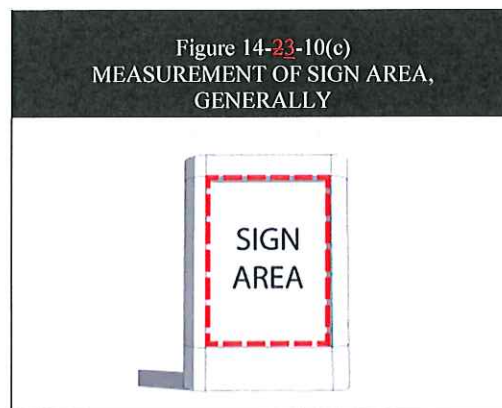


- (b) **Sign Height.** For detached signs (temporary and permanent), sign height is the vertical distance to the top of the sign face or sign structure, whichever is higher, measured from the elevation of the average grade around the base of the sign. *See Figure 14-23-10(b), Measurement of Sign Height.*



(c) Sign Area.

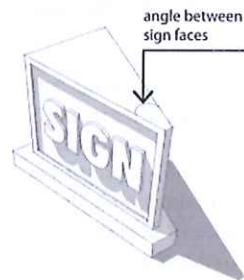
- (1) *Generally.* Sign area is the area within a continuous polygon with up to eight straight sides that completely encloses the limits of text and graphics of a sign, together with any frame or other material or color forming an integral part of the display or used to differentiate the sign's message from the background against which it is placed.
- (2) *Inclusions and Exclusions.* The sign area does not include the structure upon which the sign is placed (unless the structure is an integral part of the display or used to differentiate it), but does include any open space contained within the outer limits of the display face of a sign, or between any component, panel, strip, or figure of any kind composing the display face, whether this open space is enclosed by a frame or border or not. See Figure 14-23-10(c), *Measurement of Sign Area, Generally*.



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- (3) *Double-Faced Signs.* For projecting, suspended, free-standing, or other double-faced signs, only one sign face is measured, provided that the sign faces are parallel or form an interior angle of less than 30 degrees and the sign faces are mounted on the same structure. If the sign faces are not equal in area, the larger sign face is measured. If the interior angle between the sign faces is more than 30 degrees, then both sign faces are measured. See Figure 14-23-10(d), *Measurement of Sign Area, Double-Faced Signs*.

Figure 14-23-10(d)
MEASUREMENT OF SIGN AREA, DOUBLE-FACED
SIGNS



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- (d) **Signable Area.** Signable Area is that portion of a building façade that is uninterrupted by doors, windows or architectural details, upon which a wall-mounted sign is or may be located. Its area is calculated by selecting a continuous façade, then drawing the largest possible imaginary rectangle uninterrupted by and not including doors, windows or architectural details and computing the area of said rectangle.

14-23-20 Prohibitions.

- (a) Generally. The prohibitions in this Section apply to temporary and permanent signs in all areas of the City.
- (b) **Prohibited Signs.** The following sign structures and designs are prohibited:
- (1) Signs with more than two sign faces.
 - (2) Signs that are a traffic hazard because they simulate or imitate (in size, color, lettering, or design) any traffic sign or signal.
 - (3) Animated or moving signs, including any moving, swinging, rotating, flashing, blinking, scintillating, fluctuating, or otherwise animated light, except as ~~specifically permitted~~provided in Section 14-2-40, ~~Electronic Message Centers~~3-20(c)(12).
 - (4) Portable Signs, except as specifically permitted in Article ~~4.V~~4.V, ~~Standards for Temporary Signs~~.
 - (5) Pole Signs.
 - (6) Abandoned Signs.

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- (c) Prohibited Design Elements. The following elements shall not be incorporated as an element of any sign or sign structure, whether temporary or permanent:

(1) Awnings that are backlit or made of plastic.

~~(2) Inflatable signs.~~

~~(2) Electronic message centers (see Section 14-3-40).~~

(3) Feather flags.

(4) Flags, banners, or comparable elements that are designed to move in the wind, but only when such elements are attached to another sign type (e.g., flags may be attached to flagpoles, but may not be attached to monument signs).

(5) Flashing lights, except as part of holiday displays.

~~(6) Inflatable signs.~~

~~(6)(7) Manual changeable copy centers.~~

~~(7)(8) Motor vehicles, unless:~~

- a. The vehicles are operational, and either:
 1. New; or
 2. Regularly used as motor vehicles, with current registration and tags;
- b. The display of signage on the motor vehicle would not interfere with the immediate operation of the motor vehicle (e.g., signs that are held in place by an open hood or trunk are not allowed; signs that cover windows are not allowed; and signs that would fall off of the vehicle while the vehicle is in motion are not allowed); and
- c. The motor vehicle is legally parked in a designated off-street parking space.

~~(8)(9) Semi trailers, shipping containers, or portable storage units, unless:~~

- a. The trailers, containers, or portable storage units are:
 1. Structurally sound and capable of being transported;
 2. Used for their primary purpose (e.g., storage, pick-up, or delivery); and
 3. If subject to registration, have current registration and tags; and

- b. The display of signage is incidental to the primary purpose; and
 - c. The semi trailer, shipping container, or portable storage unit is parked or placed in a designated loading area or on a construction site at which it is being used for its primary purpose.
- ~~(9)~~(10) Stacked products (e.g., tires, soft drink cases, bagged soil or mulch).
- ~~(10)~~(11) _____ Sound, smoke, bubble, or odor emitters.
- ~~(11)~~(12) _____ Spinning or moving parts, except that a single, vertical, striped cylindrical pole not more than 36 inches long, used as a projecting sign, may rotate about its vertical axis.
- ~~(12)~~(13) _____ Unshielded bare light bulbs that are larger than C9 format or brighter than 50 lumens per bulb (note that illumination of signs in any manner is subject to Section 14-~~23~~-30~~(4)~~).
- (d) Prohibited Obstructions. In no event shall a sign, whether temporary or permanent, obstruct the use of:
 - (1) Building ingress or egress, including doors, egress windows, and fire escapes.
 - (2) Equipment, structures, or architectural elements that are related to public safety or utility service (e.g., standpipes, fire hydrants, and meters).
 - (3) Any vision clearance area that is required by Zoning Ordinance Section 16-167, Vision Clearance Area, or other applicable regulations.
- (e) Prohibited Mounts. No sign, whether temporary or permanent, shall be posted, installed, mounted on, fastened, or affixed to any of the following:
 - (1) Any tree or shrub.
 - (2) Any utility pole or light pole, unless:
 - a. The sign is a banner or flag that is not more than 10 square feet in area;
 - b. The owner of the utility pole or light pole consents to its use for the display of the banner or flag;
 - c. The banner or flag is mounted on brackets or a pole that extend not more than 30 inches from the utility pole or light pole;
 - d. The banner or flag is either situated above an area that is not used by pedestrians or vehicles, or the bottom of the banner or flag has a sign clearance of at least eight feet; and

- e. The requirements of Subsection (f) are met, if applicable.
- (3) Utility cabinets or pedestals (except Exempt Signs that are posted by or with the consent of the owner of the utility cabinet or pedestal).
- (f) Prohibited Locations. In addition to applicable setback requirements and other restrictions of this Article, no sign shall be located in any of the following locations:
 - (1) In or over public rights-of-way (which, in addition to streets, may include other sidewalks, parkways, retaining walls, utility poles, traffic control devices, medians, and center islands that are within public rights-of-way), except:
 - a. Temporary or permanent signs posted by or under the authority of the City or governmental entity with jurisdiction over the right-of-way;
 - b. Temporary signs posted in connection with authorized work within the right-of-way, as authorized or required by the City or governmental entity with jurisdiction over the right-of-way;
 - c. Signs painted on or affixed to transit shelters and bus benches as authorized by the provider of the shelter or bench, but not extending beyond the physical structure of the shelter or bench;
 - (2) In locations that have less horizontal or vertical clearance from authorized communication or energized electrical power lines than the minimum clearance required by the laws of the State of Colorado and the regulations duly promulgated by agencies thereof.
- (g) Landmark Signs. Landmark Signs shall not be removed, defaced or covered.

14-~~23~~-30 Illumination

- (a) Generally. Illumination of signs using internal or external light sources is subject to the provisions and limitations of this Section.
- (b) Wiring and Electrical Components. Junction boxes, conduits, switches, sensors, transformers, wires, and other electrical or electronic components used to illuminate signs shall be hidden from view.
- (c) Light Trespass. No sign or associated luminaire shall create light spillover of more than one lux at any property line within or bounding an LDR, MDR, HDR, RCE, or TSL zoning district. Luminaires associated with sign illumination shall not create glare or sky glow.
- (d) Internal Illumination.
 - (1) Internal illumination of signs is allowed:

- a. ~~As provided in Section 14-2-40;~~
 - b.a. In the GPC or LCC zoning districts provided that the sign is installed on property located in the outlying area; or
 - e.b. By approved Sign Design Program.
- (2) Internally illuminated signs ~~shall be calibrated so that they do not exceed a maximum brightness level established using the method set out in Section 14-2-40(i); not increase ambient light levels more than 0.3 foot-candles, measured in the vertical plane, 40 linear feet from the sign, five feet above ground level.~~
- (3) Awning signs shall not be backlit or otherwise internally illuminated.
- (e) External illumination. External illumination of signs shall not exceed an illuminance of more than 500 lux on any part of the sign face or surrounding surfaces. Luminaires shall be shielded and directed to prevent glare and sky glow.
- (f) Hours of Illumination.
- (1) In the GPC, LCC, LDR, MDR, HDR, RCE, and TSL zoning districts, illuminated signs shall be turned off each day by the later of 10:00 PM or 30 minutes after closing of the associated land use. Signs may be turned back on at 5:00 AM.
- (2) In the HDG and GGG zoning districts, signs may be illuminated at any time.

14-~~23~~-40 Electronic Message Centers

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- (a) ~~Generally, EMCs may only be used on the following types of signs, if and where allowed by this Chapter, and subject to the requirements of this Chapter:~~
- (1) ~~Monument signs~~
 - (2) ~~Projecting signs~~
 - (3) ~~Cabinet wall signs~~
 - (4) ~~Window signs~~
- (b) ~~Prohibitions.~~
- (1) ~~EMCs are not allowed on nonconformingNo sign structures or on property that contains a nonconforming sign.~~
 - (2) ~~EMCs are not allowed on temporary signs.~~

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- (3) — EMCs are not allowed in the LDR, MDR, HDR, or RCE zoning districts, unless the property upon which the EMC is installed is both:
- a. — nonresidential in use; and
 - b. — located in an Outlying Area.
- (c) — Wiring and Electrical Components. Junction boxes, fans, conduits, switches, sensors, transformers, wires, and other electrical or electronic components used to provide power, data, or cooling to EMCs shall be hidden from view.
- (d) — Number of EMCs. Not more than one sign per property shall contain an EMC. Monument signs or projecting signs that have two sign faces may include one EMC per sign face.
- (e) — Enclosure Required. EMC displays on monument signs, cabinet wall signs, or projecting signs shall be enclosed on all sides with a finish of brick, stone, stucco, finished metal, or other durable material that is used for that portion of surface of the sign face that is not an EMC, and the EMC display shall appear to be either recessed into the frame or flush with it. The enclosure shall extend not less than six inches outward from the display on all sides.
- (f) — Design. EMC displays on monument signs, cabinet wall signs, or projecting signs shall be designed as an integral part of the sign. See Figure an electronic message center (see Section 14-2-40, *EMC Integration* 3-20(c)(2)).

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Figure 14-2-40 EMC INTEGRATION	
Allowed	Not Allowed
GRAPHIC TO BE PROVIDED	GRAPHIC TO BE PROVIDED

- (g) — Size and Proportions:
- (1) — An EMC that is incorporated into a monument sign shall not occupy more than 35 percent of the area of any sign face.
 - (2) — An EMC that is incorporated into a projecting sign or cabinet wall sign shall not occupy more than 40 percent of the area of the sign face into which it is incorporated.
 - (3) — An EMC that is used as a window sign shall not exceed six square feet of display area.
- (h) — Maximum Pixel Pitch. EMC displays shall have a pixel pitch of not more than 16 mm.
- (i) — Brightness. EMCs shall be equipped with ambient light sensors and programmed to automatically dim when ambient light levels drop. The maximum brightness of

~~an EMC shall be calibrated in nighttime conditions (at least 30 minutes after sunset) as follows:~~

~~(1) From a point 40 feet in horizontal distance from the EMC, five feet above ground level, light readings shall be taken in the vertical plane, facing the EMC, as follows:~~

~~a. With the EMC turned off, an ambient light reading shall be taken to establish the Baseline Light Level;~~

~~b. With the EMC turned on, displaying all white copy, another light reading shall be taken to establish the maximum brightness of the EMC;~~

~~(2) The EMC shall be calibrated such that the difference between the maximum brightness and the baseline light level is not more than 0.3 foot-candles.~~

~~(j) Operation. EMCs shall be programmed, maintained, and / or operated as follows:~~

~~(1) EMCs shall display only static images (messages and / or graphics without motion, flashing, animation, or frame effects); and transitions between images shall be "fade through black" for a duration of ½ second.~~

~~(2) Images shall be displayed for a period of not less than five minutes.~~

~~(3) If the EMC is damaged or malfunctions such that image data is not properly displayed or such that the requirements of Subsection (i) are not met, it shall be automatically turned off.~~

14-214.3-50 Content

- (a) Generally. Except as provided in this Section and Section 14-~~23~~-20(b)(2) no sign shall be approved or disapproved based on the message it displays.
- (b) Prohibition on Certain Types of Unprotected Speech. The following content is prohibited without reference to the viewpoint of the individual speaker:
 - (1) Text or graphics of an indecent or immoral nature that is harmful to minors under state or federal law;
 - (2) Text or graphics that advertise unlawful activity, except as provided in Subsection (c) of this Section;
 - (3) Text or graphics that are obscene, fighting words, defamation, incitement to imminent lawless action, or true threats; or
 - (4) Text or graphics that present a clear and present danger due to their potential confusion with traffic control signs or signs that provide public safety information (for example, signs that use the words "Stop," "Yield,"

“Caution,” or “Danger,” or comparable words, phrases, symbols, or characters in such a manner as to imply a safety hazard that does not exist).

- (c) Commercial Speech Related to Marijuana. Federal law prohibits the advertising and sale of marijuana. Colorado law specifically allows the advertising and sale of marijuana, subject to comprehensive state regulation. As of the effective date of this Chapter, the U.S. Department of Justice has indicated that it will use prosecutorial discretion to (in general) not enforce federal marijuana laws in states that have legalized marijuana under state law and enacted comprehensive regulations for the marijuana industry. Accordingly, the City will allow a limited exception to Subsection (ab)(2) of this Section for the signs of licensed marijuana businesses, provided that the businesses are licensed and operated in compliance with applicable state statutes and regulations. The exception created by this Subsection does not create a defense to the enforcement of federal law, nor shall the City be liable for any damages caused by the enforcement of federal law. If the federal policy regarding prosecutorial discretion officially changes such that federal marijuana prohibitions are enforced in Colorado, then the limited exception created by this Section shall automatically terminate, and signs advertising marijuana shall be considered prohibited signs.
- (d) Severability. The narrow classifications of content that are prohibited by this Section are either not protected by the United States or Colorado Constitutions, or are offered limited protection that is outweighed by the substantial and compelling governmental interests in protecting the public safety and welfare. It is the intent of the City Council that each Subsection of this Section (e.g., Subsections (b)(1), (b)(2), (b)(3), (b)(4) or Subsection (c)) be individually severable in the event that a court holds one or more of them to be inconsistent with the United States or Colorado Constitutions.

Article III

Article IV

Standards for Permanent Signs

14-34-10 Historic Materials and Colors

- (a) Materials. Permanent signs in the NHLD shall be constructed from metal, stone, wood, or such other material as may be approved by the HPO or HPC upon appropriate documentation provided by the applicant.
- (b) Colors. Permanent signs in the NHLD shall utilize the Historic Color Palette unless otherwise approved by the HPC as part of a Sign Design Program.
- (c) Fonts. Text displayed on permanent signs in the NHLD shall utilize the Historic Fonts Palette unless otherwise approved by the HPC as part of a Sign Design Program.

14-34-20 Standards for Attached Permanent Signs

- (a) Wall Signs. Wall signs are allowed according to the standards in Table 14-34-20(a), *Wall Signs*.

Table 14-34-20(a) WALL SIGNS								
Type of Sign / Standard	Zoning District							
	Gaming		Commercial			Residential		Other
	HDG	GGG	GPC	LCC	TSL	HDR	LDR / MDR	RCE
Standards Applicable to All Wall Signs								
Max. Total Wall Sign Area ("MTWSA ¹ "); <i>measured as % of signable area¹</i>	50% <i>of signable area</i>				30% <i>of signable area</i>		5 sf.	
Location of Sign	Wall signs must be set back at least 6 inches from architectural features, and at least 18 inches from building corners, cornice or eave lines, and ground planes; architectural feature setback may be reduced to 2 inches if the signable area is a sign band that is 18 inches or less in height; <i>no wall sign may be installed more than 8 feet above ground level unless: (1) the signable area upon which it is installed is at least 2 feet in height and at least 4 feet in width; or (2) the sign is installed on a sign band that existed on the effective date of this Chapter</i>						Front building elevation	
Applied or Painted Wall Sign								
Max. Number of Signs	Not Limited				1 / building frontage		1	
Max. Sign Area	MTWSA, less area allocated to other types of wall signs						5 sf.	
Banner Frame Applied to Building Wall								
Max. Number of Signs	3 per building elevation		1 per building			Not Allowed		
Max. Sign Area ¹ (per banner frame)	32 sf.		32 sf.			Not Applicable		

Table 14-~~34~~-20(a)
WALL SIGNS

Type of Sign / Standard	Zoning District							
	Gaming		Commercial			Residential		Other
	HDG	GGG	GPC	LCC	TSL	HDR	LDR / MDR	RCE
Other Restrictions	Not allowed if EMC is present; must be removed prior to installation of an approved EMC; detached Detached banner frames along the building frontage (see Table 14- 34 -30) are also counted towards max. number of signs					Not Applicable		
Bulletin Board Attached to Building Wall								
Max. Number of Signs	1 / building elevation, provided that signable area is greater than 50 sf.				1 / building elevation, provided that signable area is greater than 20 sf.		Not Allowed	
Max. Sign Area ¹	12 sf.				12 sf.		Not Applicable	
Other Restrictions	Not allowed if EMC is present; not allowed if other a cabinet wall sign is installed on same facade				None		Not Applicable	
Cabinet Wall Sign or Channel Lettering Attached to Building Wall								
Max. Number of Signs	1 / building elevation, provided that signable area is greater than 50 sf.				Not Allowed			
Max. Sign Area ¹	32 sf.	32 sf. in NHLD 48 sf. in Outlying Area			Not Applicable			
Other Restrictions	Within NHLD, EMCs require HPC approval as part of Sign Design Program; see Sec. 14-2-40 for EMC standards				Not Applicable			
Channel Lettering Attached to Building Fascia								
Max. Number of Signs	Not Limited				Not Allowed			

Table 14-34-20(a)
WALL SIGNS

Type of Sign / Standard	Zoning District							
	Gaming		Commercial			Residential		Other
	HDG	GGG	GPC	LCC	TSL	HDR	LDR / MDR	RCE
Max. Sign Area (not counted towards MTWSA)	50% of signable area of fascia					Not Applicable		

TABLE NOTES:

¹ The maximum sign area shown is also limited by the MTWSA. For example, if the total signable area of a building elevation in the HDG zoning district is 30 sf., then the maximum sign area of a banner frame is 15 sf. (50% of 30 sf.), not 32 sf. (the maximum sign area allowed for a banner frame, regardless of MTWSA); and if a 15 sf. banner frame is installed, no other wall signs are allowed on the same elevation.

- (b) Projecting, Awning, and Bracket Signs. Projecting, awning, and bracket signs are allowed according to the standards in Table 14-34-20(b), *Projecting, Awning, and Bracket Signs*.

Table 14-34-20(b)
PROJECTING, AWNING, AND BRACKET SIGNS

Type of Sign / Standard	Zoning District							
	Gaming		Commercial			Residential		Other
	HDG	GGG	GPC	LCC	TSL	HDR	LDR / MDR	RCE
Projecting Signs								
Max. Number of Signs	1 per building frontage (if a building is designed to appear as multiple attached buildings, then one per apparently differentiated building frontage), plus 1 per public vehicular entrance to a parking structure				1 per nonresidential building			
Max. Sign Area	30 sf.; if building frontage exceeds 60 ft. then 1 sf. per 2 lf. of building frontage, not to exceed 50 sf.				15 sf.			

Table 14-~~34~~-20(b)
PROJECTING, AWNING, AND BRACKET SIGNS

Type of Sign / Standard	Zoning District							
	Gaming		Commercial			Residential		Other
	HDG	GGG	GPC	LCC	TSL	HDR	LDR / MDR	RCE
Min. Sign Clearance	8 ft.				8 ft.			
Other Restrictions	Within NHLD, EMCs require HPC approval as part of Sign Design Program; see Sec. 14-2-40 for EMC standards					None		
Awning Signs								
Max. Number of Signs	1 per awning face					Not Allowed		
Max. Sign Area (per sign)	50% of awning face					Not Applicable		
Bracket Signs								
Max. Number of Signs	1 per principal building entrance					Not Allowed		
Max. Sign Area	8 sf.					Not Applicable		
Min. Sign Clearance	8 ft.					Not Applicable		

- (c) Window Signs. Window signs are allowed according to the standards in Table 14-~~34~~-20(c), *Window Signs*.

Table 14- 34 -20(c) WINDOW SIGNS								
Type of Sign / Standard	Zoning District							
	Gaming		Commercial			Residential		Other
	HDG	GGG	GPC	LCC	TSL	HDR	LDR / MDR	RCE
All Window Signs								
Min. Window Transparency ("MWT") (% of window area between 2 and 8 feet above ground level)	60%					Not Applicable		
Applied or Painted Window Signs								
Other Restrictions	Permanent applied window signs shall be affixed to the window in a professional manner (e.g., without wrinkles, bubbles, tape, etc.)					Not Applicable		
Detached Window Signs								
Other Restrictions	If used as a window sign, EMC shall be installed not less than 2 feet behind a ground-floor window; See Sec. 14-2-40 for other EMC standards					Not Applicable		

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14-~~34~~-30 Standards for Detached Permanent Signs

Detached permanent signs are allowed according to the standards in Table 14-~~34~~-30, *Detached Permanent Signs*.

Table 14-34-30
DETACHED PERMANENT SIGNS

Type of Sign / Standard	Zoning District							
	Gaming		Commercial			Residential		Other
	HDG	GGG	GPC	LCC	TSL	HDR	LDR / MDR	RCE
Monument Signs								
Max. Number of Signs	Not Allowed	1 per vehicular entrance to property				1 per street frontage	Not Allowed	1 per street frontage
Max. Sign Area	Not Applicable	1 sf. per 3 lf. street frontage up to and including 120 ft. of frontage, then 1 sf. per 6 lf. of street frontage thereafter, rounded down, not to exceed 100 sf.				16 sf.	Not Applicable	12 sf.
Max. Sign Height	Not Applicable	6 ft.; plus 1 ft. per 45 lf. of street frontage, not to exceed 16 ft.				6 ft.	Not Applicable	5 ft.
Min. Sign Setbacks from All Property Lines ¹	Not Applicable	3 ft.					Not Applicable	3 ft.
Min. Landscape Area around Base of Sign ^{1, 2}	Not Applicable	3 ft.					Not Applicable	3 ft.
Other Restrictions	Not Applicable	Within NHLD, EMCs require HPC approval as part of Sign Design Program; see Sec. 14-2-40 for EMC standards				None	Not Applicable	None
Banner Frames Mounted on Handrails or Retaining Walls								
Max. Number of Signs	3 per building elevation		1 per building		Not Allowed			
Max. Sign Area (per sign)	32 sf.		32 sf.		Not Applicable			

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Table 14- 34 -30 DETACHED PERMANENT SIGNS								
Type of Sign / Standard	Zoning District							
	Gaming		Commercial			Residential		Other
	HDG	GGG	GPC	LCC	TSL	HDR	LDR / MDR	RCE
Other Restrictions	Not allowed if EMC is present; must be removed prior to installation of an approved EMC; banner frames mounted to building elevation along the building frontage (see Table 14- 34 - 20A) are also counted towards max. number of signs				Not Applicable			

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TABLE NOTES:

¹ Signs may be approved in other locations (e.g., medians) by Sign Design Program alternative approval

² The minimum landscape area is measured as a distance from the base of the sign in all horizontal directions

Article V

Article IV

Standards for Temporary Signs

14-~~45~~-10 Standards for Attached Temporary Signs

- (a) Generally. Attached temporary signs are allowed subject to the standards of this Section, for the duration that is set out in Section 14-~~45~~-30, *Duration of Display of Temporary Signs*.
- (b) Banners. Banners are permitted in the HDG, GGG, GPC, LCC, and TSL zoning districts, provided that: there is not more than one banner displayed per street frontage, unless banner frames are present, in which case one banner may be displayed in each banner frame, and banners may not be displayed outside of the banner frames.
 - (1) — The property does not have a sign with an EMC; and
 - (2) — There is not more than one banner displayed per street frontage, except that where banner frames are present, one banner may be displayed in each banner frame.

- (c) Sock Signs and Temporary Wall Signs. Sock signs and temporary wall signs are permitted in the HDG, GGG, GPC, LCC, and TSL zoning districts, provided that they are used during a period not to exceed 45 days in which a new permanent sign or sign component is being fabricated and installed.
- (d) Window Signs.
 - (1) Temporary window signs are allowed in all locations where permanent window signs are allowed, provided that the applicable transparency standards of Table 14-~~34~~-20(c), *Window Signs*, are met.
 - (2) Temporary window signs shall be affixed to the window such that the fastener (e.g., tape) is not highly visible, or shall be mounted vertically inside of the building for viewing through the window.

14-~~45~~-20 Standards for Detached Temporary Signs

The maximum number, maximum sign area, maximum height, and other restrictions that apply to detached temporary signs are set out in Table 14-~~45~~-20, *Standards for Detached Temporary Signs*.

Table 14- 45 -20 STANDARDS FOR DETACHED TEMPORARY SIGNS								
Type of Sign / Standard	Zoning District							
	Gaming		Commercial			Residential		Other
	HDG	GGG	GPC	LCC	TSL	HDR	LDR / MDR	RCE
Yard Signs								
Max. Number of Signs	Not Allowed		1 per driveway			Not limited for permitted detached and attached residential uses; 2 per driveway for multifamily and nonresidential uses; 2 per frontage for vacant property		
Max. Sign Area (per sign)	Not Applicable		5 sf.			6 sf.		
Max. Sign Height	Not Applicable		3 ft.			3 ft.		
Min. Setback from Property Lines	Not Applicable		Greater of: (i) 2 ft., or (ii) 1 ft. from interior edge of sidewalk					

Table 14-~~43~~-20
STANDARDS FOR DETACHED TEMPORARY SIGNS

Type of Sign / Standard	Zoning District							
	Gaming		Commercial			Residential		Other
	HDG	GGG	GPC	LCC	TSL	HDR	LDR / MDR	RCE
Other Restrictions	Not Applicable		Must be staked within a landscape area; not allowed if an EMC is present on the property					
Site Signs								
Max. Number of Signs	1 per lot		1 per frontage				1 per parcel of at least 5 acres in area	1 per frontage
Max. Sign Area (per sign / total)	16 sf.		32 sf.				16 sf.	16 sf.
Max. Sign Height	5 ft.		5 ft.				5 ft.	5 ft.
Min. Setback from Property Lines	2 ft. if staked; 0 ft. if installed on temporary construction site fencing							
Other Restrictions	Not allowed if a swing sign or EMC is present on the property. Must be staked within a permeable landscape area that extends at least 18 inches in all horizontal directions from sign base; or fastened to temporary construction site fencing. If permeable landscape area or temporary construction fence is not present, Site Sign is not allowed.							
Swing Signs								
Max. Number of Signs	Not Allowed				1 per residential lot			
Max. Sign Area (per sign / total)	Not Applicable				5 sf., including riders			
Max. Sign Height	Not Applicable				5 ft.			
Min. Setback from Property Lines	Not Applicable				2 ft.			

Table 14-~~45~~-20
STANDARDS FOR DETACHED TEMPORARY SIGNS

Type of Sign / Standard	Zoning District							
	Gaming		Commercial			Residential		Other
	HDG	GGG	GPC	LCC	TSL	HDR	LDR / MDR	RCE
Other Restrictions	Not Applicable				Must be staked within a permeable landscape area that extends at least 18 inches in all horizontal directions from sign base; not allowed if site sign or EMC is present on property			
Sidewalk Signs								
Max. Number of Signs	1 per primary building entrance				Not Allowed			
Max. Sign Area (per sign)	6 sf.				Not Applicable			
Max. Sign Height	4 ft.				Not Applicable			
Other Restrictions	Must leave at least 4 feet of clear sidewalk width for pedestrian use, <u>and at least 3 feet of clear width at recessed building entries</u> ; must not obstruct pedestrian travel path or principal building entrance; must be weighted, anchored, or tethered to avoid movement in high winds; not allowed in public right-of-way unless licensed by City				Not Applicable			
Banners								
Max. Number of Signs	1 per frontage				Not Allowed			
Max. Sign Area (per sign)	32 sf.				Not Applicable			
Other Restrictions	Must be affixed to existing fence; retaining wall; or handrail; standards set out in Sec. 14- 45 -10(b) apply; not allowed if an EMC is present on the property ; mounting hardware (e.g., hooks, eyelets, ropes and cords) must be concealed				Not Applicable			

14-45-30 Duration of Display of Temporary Signs

- (a) Generally. The purpose of temporary signs is to display messages for a temporary duration. Temporary signs shall not be used as a subterfuge to circumvent the regulations that apply to permanent signs or to add permanent signage to a property in addition to that which is allowed by this Chapter.
- (b) Classification of Temporary Sign Materials. Temporary signs are constructed from a variety of materials with varying degrees of durability. Common materials are classified in Table 14-45-30(a), Classification of Temporary Sign Materials.

Table 14-45-30(a) CLASSIFICATION OF TEMPORARY SIGN MATERIALS					
Material	Material Class				
	1	2	3	4	5
Paper, card stock, foam core board, or cardboard	✓				
Laminated paper or cardstock, polyethylene bags		✓			
Cloth, canvas, nylon, polyester, burlap, flexible vinyl, or other flexible material of comparable durability			✓		
Inflexible vinyl, hard plastic, composite, or corrugated plastic ("coroplast")				✓	
Wood or metal					✓

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- (c) Duration of Display.
 - (1) In general, a temporary sign shall be removed as of the earlier of the date that:
 - a. It becomes an Abandoned Sign; or
 - b. It falls into disrepair (*see* Section 14-67-10, *Sign Maintenance*); or
 - c. The number of days set out in Table 14-45-30(b), *Duration of Temporary Signs by Material Class* expires.

Table 14-45-30(b) DURATION OF TEMPORARY SIGNS BY MATERIAL CLASS						
Sign Type	Max. Duration for Individual Sign by Material Class					Max. Posting Days / Year
	1	2	3	4	5	
Yard Sign	3 days	30 days	Not Allowed	60 days	180 days	180 days

Table 14-30(b) DURATION OF TEMPORARY SIGNS BY MATERIAL CLASS						
Sign Type	Max. Duration for Individual Sign by Material Class					Max. Posting Days / Year
	1	2	3	4	5	
Site Sign	Not Allowed	Not Allowed	Not Allowed	60 days	180 days	300 days ¹
Swing Sign	Not Allowed	Not Allowed	Not Allowed	60 days	180 days	300 days ¹
Sidewalk Sign	Not Allowed	Not Allowed	Not Allowed	6 AM to 10 PM daily ²		365 days
Banner	Not Allowed	Not Allowed	180 days ³	Not Allowed	Not Allowed	180 days ³
Window Sign	90 days	90 days	Not Allowed	90 days	90 days	365 days

TABLE NOTES:

¹ alternatively, the sign type may be displayed for 420 days every two calendar years

² or as otherwise allowed by right-of-way license

³ banners that are mounted in banner frames may be displayed until they fade, tear, or otherwise fall into disrepair

- (2) Temporary signs that are required due to governmental regulation (e.g., public notices) shall be removed as required by the applicable regulation.
- (d) Administrative Interpretations. Materials for signage that are not listed in this Section may be introduced into the market. When a material is proposed that is not listed in this Section, the HPO shall determine the class of materials with which the new material is comparable, based on the new material's appearance, durability, and colorfastness. No temporary sign shall be displayed for a longer period than the longest permitted period in this Section, regardless of the material.

Article VI

~~Article V~~

Permitting Procedures; Sign Design Program Alternative

14-~~56~~-10 Permitting Procedures

- (a) Generally. Applications for sign permits shall be submitted on a form approved by the HPO, and accompanied by the processing fee that is specified in the City's Fee Schedule established by the City Council by resolution from time to time, along with any fees that are due pursuant to the applicable building code.
- (b) ~~Administrative~~ Sign Permits. The HPO shall approve or deny ~~administrative~~ sign permit applications within a processing period of fourteen (14) days after receipt of a complete application and fee. If an application is denied, the HPO shall specify the reason for denial to the applicant in writing. If the HPO does not decide the application within the processing period, the application is approved.
- ~~(c) Public Hearing Sign Permits. The HPC shall approve or deny Public Hearing Sign Permits at the first regularly scheduled hearing of the HPC after receipt of a complete application and fee, provided that said hearing occurs at least five days after the submittal. In no case shall the processing period of the HPC exceed forty-five (45) days. If an application is denied, the HPC shall specify the reason for denial to the applicant in writing. If the HPC does not decide the application within the processing period, the application is approved.~~
- (d)(c) Calculation of Processing Period. For the purposes of calculating ~~the any~~ Processing Period set out in this Article, the first day is not counted, and the Processing Period ends at 11:59 PM on last day of the processing period. If the end of the Processing Period is a weekend day or legal holiday, the Processing Period shall be extended until 11:59 PM on the next business day.

14-~~56~~-20 Sign Design Program Alternative

- (a) Purpose. The requirements of this ~~Article~~ Chapter ensure that signs that meet certain minimum standards for public safety and consistency with the historic character of development in Central City may be promptly approved and displayed. In some cases, alternative standards may improve the aesthetic and functional qualities of the development. Approval of a Sign Design Program pursuant to the standards of this Section allows for unified presentation of signage throughout a development, flexibility to address unique environments, and pre-approval of designs and design elements to make processing of subsequent applications for sign permits more efficient. To these ends, a Sign Design Program alternative is hereby created.
- (b) Authorization to Modify Requirements. Signage which is proposed as part of a Sign Design Program may deviate from the standards of this Chapter in terms of the types and numbers of signs allowed, the maximum sign area, fonts, colors,

and materials and illumination standards ~~(including electronic message centers),~~ subject to compliance with an approved Sign Design Program.

- (c) Procedures. Sign Design Program applications shall be submitted on a form approved by the HPO, accompanied by the applicable processing fee. City Staff shall review the application for completeness and shall forward the application to the HPC for consideration at a noticed public hearing within 45 days after the date of application. The HPC shall consider the application at the public hearing, and shall either approve the application, approve the application with conditions unrelated to sign content or viewpoint, or deny the application after applying the approval criteria set out in Subsection (d) below, subject to the limitations of Subsection (e) below. Public hearings on Sign Design Program applications shall not be tabled or continued without the applicant's consent, which shall be included in the record of the hearing. If the HPC does not decide the application within the processing period, the application is approved.
- (d) Approval Criteria. The HPC may approve a Sign Design Program if it finds that the Sign Design Program results in a substantially improved, comprehensive, and unified proposal compared to what is allowed through strict compliance with the sign regulations of this Chapter.
- (1) *Modification of Sign Setbacks or Required Landscape Area.* Setbacks or required landscape area for detached signs may be different from the requirements of this Chapter if it is demonstrated that there is no impact on public safety or on utility easements, the aesthetic impact of the modification is appropriately mitigated, and all other requirements for approval of a Sign Design Program are met.
 - (2) *Architectural Theme.* All signs shall be architecturally integrated into or complimentary to the design and materials of the buildings and character of the site, and shall use similar ~~and, complimentary, or~~ coordinated design features, materials, fonts, and colors. The Sign Design Program shall establish or continue an integrated architectural vocabulary and cohesive theme for the development. Within the NHL, signs shall not degrade the historic character of the buildings to which they relate.
 - (3) *Height, Area, Number and Location of Signs.* The height, area, type, number and location of signs permitted through the Sign Design Program shall be determined by the HPC, based on the following criteria:
 - a. The overall size of the development and the scale of the use or uses located or anticipated to be located there (larger land areas and scales of use tend to favor larger signs and / or more signs);
 - b. The relationship between the building setback and sign location (higher visibility signage may be appropriate for buildings with lower visibility);

- c. Frontage (larger frontages may justify more or larger signs, particularly if the size of the frontage tends to prevent sign clutter by allowing additional spacing between signs);
 - d. Access and visibility to the site;
 - e. Intended traffic circulation pattern;
 - f. Hierarchy of signage;
 - g. Relationship between the site and adjacent uses; and
 - h. Consistency with the objectives and design policies of the City's Comprehensive Plan and any applicable land use or design plans approved by the City Council for the area in which the Sign Design Program is proposed.
- (4) *Illumination.* The HPC may approve internal illumination of signs if it finds that:
- a. The illumination standards of Section 14-23-30 are met; and
 - b. Illumination of the sign with external light sources is not practicable because it would create undue glare or sky glow due to the location and configuration of the sign.
- (e) **Maximum Total Sign Area.** The total permitted sign area approved by a Sign Design Program shall not exceed 125 percent of the sign area for permanent signs that would otherwise be permissible if the property were in strict compliance with this Article.
- (f) **Elimination of Nonconforming Signs.** In addition to proposed new signage, all existing signs on a property for which a Sign Design Program approval is sought shall be addressed in the application. The HPC may require removal or modification of existing nonconforming signs as a condition of approval of a Sign Design Program.
- (g) **Temporary Signs.** A Sign Design Program may address temporary signs. An applicant may propose a prohibition on temporary signs as part of a Sign Design Program.
- (h) **Conditions of Approval.** The HPC may impose reasonable conditions on the Sign Design Program that are not related to the content of the signs or the viewpoints of the sign users, in order to ensure continuing compliance with the standards of this Chapter and approved Sign Design Programs.
- (i) **Denial of Proposed Sign Design Program.** If an application is denied, the HPC shall specify the reason for denial to the applicant in writing.

(i)(j) Contents of Sign Design Program. A Sign Design Program shall set forth a master plan for signage for an entire development. Sign Design Programs shall set out:

- (1) The boundaries of the parcel or parcels in which the program will be applied;
- (2) Architectural elevations of the buildings on the parcel or parcels;
- (3) Sign dimensions and approximate locations;
- (4) Materials, fonts, and colors; (however, the actual content of the proposed sign need not be shown);
- (5) Proposed illumination, including maximum illumination levels and light sources;
- (6) A design theme with illustrative examples of each sign type, the form of each sign type, and the proposed general locations of each sign type; and
- (7) A demonstration that the Sign Design Program will maintain historic character (if the property is located within the NHL), improve the aesthetics of the development, reduce sign clutter, and avoid or mitigate adverse impacts on the use, enjoyment, or value of adjacent and nearby property.

(j)(k) Effect of Approval. Upon approval of a Sign Design Program, sign permits shall be administratively issued, based on compliance with the standards set out in the Sign Design Program for the development. Sign Design Programs may also specify types of signs that may be installed without further permits.

Article VII

Article VI

Sign Maintenance

14-~~67~~-10 Sign Maintenance

- (a) Generally. Signs and sign structures of all types (attached, detached, and temporary) shall be maintained as provided in this Section.
- (b) Paint and Finishes. Paint and other finishes shall be maintained in good condition. Peeling finishes shall be repaired. Signs with running colors shall be repainted, repaired, or removed if the running colors were not a part of the original design.
- (c) Mineral Deposits and Stains. Mineral deposits and stains shall be promptly removed.

- (d) Corrosion and Rust. Permanent signs and sign structures shall be finished and maintained to prevent corrosion and rust. A patina on copper elements (if any) is not considered rust.
- (e) Damage. Permanent signs that are damaged shall be repaired or removed within 60 days. Temporary signs that are damaged (*e.g.*, broken yard signs) shall be removed within 24 hours.
- (f) Level Position. Signs that are designed to be level, whether temporary or permanent, shall be installed and maintained in a level position.
- ~~(g) EMC Maintenance. If an EMC is damaged or otherwise malfunctions, it shall be repaired, replaced, or removed (along with all associated electronics and mounting brackets) within 30 days.~~

Article VIII

~~Article VII~~

Nonconformities and Enforcement

~~14-78-10~~ Nonconforming Signs

- (a) Generally. Any permanent sign that exists on the effective date of this Chapter but does not conform to the provisions of Chapter is a “legal nonconforming” sign, provided that it was originally approved by a sign permit, or, if no sign permit was required under applicable law, it was in all respects in conformity with the applicable law immediately prior to the effective date, or had legal nonconforming status at such time.
- (b) Repairs and Alterations. Routine maintenance of nonconforming signs is permitted, including necessary non-structural repairs, paint, and incidental alterations (*e.g.*, changing the message of the sign by replacing or repainting the sign face). Structural alterations to nonconforming signs are permitted only if it is demonstrated that the alteration will eliminate the nonconformity.
- (c) Termination and Removal.
 - (1) A nonconforming sign which has been damaged by fire, wind or other cause in excess of 50 percent of its replacement cost shall not be restored except in conformance with this ~~Article~~Chapter.
 - (2) If an element of a sign that causes the sign to be nonconforming is removed, it shall not be replaced, except with a conforming element.
 - (3) If a nonconforming sign structure becomes an Abandoned Sign, it shall be removed or brought into conformance with this Article. For the purposes of this standard, a temporary “sock sign” may be used to display a message while a new sign face is being created.

- (4) If a nonconforming sign structure is removed for any reason other than routine repair and maintenance, it shall not be replaced unless the replacement sign conforms to this ~~Article~~Chapter.
- (5) Nonconforming signs that are a danger to the public safety due to damage or wear shall be removed and shall not be replaced unless the replacement sign conforms to this ~~Article~~Chapter.

14-78-20 Enforcement

- (a) Enforcement Authority. This ~~Article~~Chapter shall be enforced by the City ~~Manager or Manager's~~ designee.
- (b) Immediate Removal of Signs. Signs that are unlawfully located within public right-of-way may be summarily removed by the City and disposed of without notice.
- (c) Penalty for Noncompliance. Every person convicted of a violation of any provision of this Chapter shall be punished by a fine not to exceed the maximum fine a municipal court may impose as a matter of law for each day the violation continues. The Municipal Court may further order the defendant to remove a prohibited or unlawful sign within five days or such other time period as the Court determines is reasonable, and if the defendant fails to timely do so that the City may remove such sign and charge the property owner for the cost of removal plus a five percent fee for administration, inspection, and other incidentals.
- (d) Serving of notice.
 - (1) Notices of violation of this Chapter shall be either:
 - a. Sent by first-class mail, postage prepaid, to the address of the record owner of the real estate and/or person in possession and control of the property upon which the violation is alleged, or
 - b. Personally served upon such person.
 - (2) The notice of violation shall identify the sign or activity that is in violation of this Chapter, and cite the section number that is allegedly violated. The notice of violation shall provide a period of not less than five days to cure the violation, except that the period to cure allegedly unlawful installations of permanent signs or unlawful modifications of permanent signs shall be not less than 14 days.
 - (3) Failure to comply with the terms of the notice of violation may result in the summons to appear in Municipal Court.
- (e) Lien for Collection of Fines, Penalties, and Costs. In order to collect fines, penalties, and costs that are assessed by the Municipal Court, the City may file a lien against the property upon which the prohibited or unlawful sign is located;

such lien to have priority over all liens except general taxes and prior special assessments. The lien shall be placed upon the tax rolls for the current year, to be collected in the same manner as other taxes are collected. The City may file such lien at any time not less than 30 days after judgment is entered by the Municipal Court.

Division VIII

Definitions

~~14-8-10~~ Definitions

~~**Abandoned Sign** means a sign that does not contain a message, or contains a commercial or event based message that is obviously obsolete (e.g., the name of a business that is no longer operational, or an advertisement for an event that has already occurred), for a continuous period of 60 days.~~

~~**Attached Sign** means a sign that is attached to or located inside a building (e.g., a wall sign, projecting sign, awning sign, or window sign).~~

~~**Awning Sign** means a sign that is mounted, painted, or attached to canvas or other material that is installed over a projecting structural framework above a building window or door.~~

~~**Banner** means a type of temporary sign that is painted or printed on cloth, vinyl, or other flexible material, which is designed to be stretched between poles, fence posts or wire, or hung on walls with ties, clips, rails, brackets, hooks, or frames.~~

~~**Banner Frame** means a frame system that is used for stretching banners, which is designed to prevent wrinkling and movement and to conceal fasteners.~~

~~**Bracket Sign** means a type of permanent sign that is mounted above a principal entrance to a building, on a bracket that extends generally perpendicular to the building wall, with the bracket attached either to the building wall or to the underside of a canopy or awning structure.~~

~~**Building Elevation** means the external face of a building, projected onto a two dimensional plane. For purposes of calculating allowed sign area, the building elevation is the two-dimensional representation of the side of the building upon which the sign is proposed.~~

~~**Bulletin Board** means a cabinet sign structure that houses a display board upon which bulletins and posters are displayed.~~

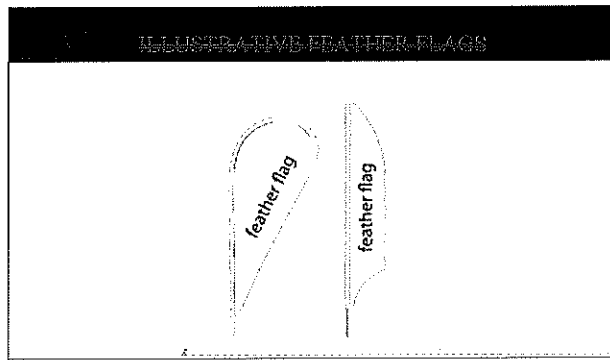
~~**City** means Central City, Colorado, a Colorado home rule municipality.~~

~~**Detached Sign** means a sign that is not attached to or located inside a building (e.g., a monument sign or pole sign).~~

~~e.g. means "for example," and is intended to be illustrative and not exclusive~~

~~**Electronic Message Center** means a display surface that is composed of light-emitting diodes (LEDs) that is capable of displaying variable messages and graphics, which are generally created on a computer.~~

~~**Feather Flag** means a flag that is mounted on a temporary flagpole (e.g., a flagpole that is installed in a mount that is staked into the ground), which may be vertical, bowed, or flexible. Feather flags do not include flags that are flown from straight, rigid flagpoles that are permanently installed in the ground or temporarily or permanently attached to buildings, light poles, or utility poles.~~



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~~**Flag** means a flexible piece of fabric, that is attached along one edge to a straight, rigid flagpole (directly or with rope), and which is designed to move when the wind blows. Flags are typically (but not necessarily) rectangular in shape, and often (but not always) include printed or embroidered insignia that symbolizes a nation, state, or organization, or that display a graphic or message.~~

~~**Foot-Candle** means a unit of measurement of the intensity of light falling on a surface, equal to one lumen per square foot.~~

~~**Free-Standing Sign** means a pole sign or a monument sign.~~

~~**Glare** means light emitted from a luminaire at an angle of 0 to 30 degrees downward from the horizontal plane at which the luminaire is installed, that trespasses beyond the object that the luminaire is intended to illuminate.~~

~~**Historic Color Palette** means the color palettes set out in the Benjamin Moore Historic Color Palette and the Kwal Paint Historic Colors of America, and such other colors as may be approved by the Historic Preservation Commission based on appropriate documentation.~~

~~**Historic Fonts Palette** means a collection of fonts that is approved by the Historic Preservation Commission as identical to or consistent with the typefaces during the period of significance of the NHLHD.~~

~~**Landmark Sign** means a sign that has been continuously displayed since 1930.~~

~~lf. means linear foot.~~

~~Lux means a measure of illuminance (a measure of light that falls upon or passes through an object), in terms of lumens per square meter.~~

~~Manual Changeable Copy Center means a sign element in which letters, numbers, or symbols may be changed manually without altering the face of the sign (e.g., by placement of letters into tracks). Manual changeable copy centers are sometimes known as "readerboards" or "marquee signs."~~

~~Monument Sign means a type of freestanding permanent sign generally having a low profile with little or no open space between the surface of the ground and the sign face or frame.~~

~~National Historic Landmark District ("NHLD") means the Central City/Black Hawk Historic District, a National Historic Landmark District.~~

~~Outlying Area means any area in the City which is not part of the NHLD.~~

~~Period of Significance means the period between 1859 and 1918.~~

~~Pixel Pitch means a measurement of the resolution of an electronic message center display, in terms of the distance (generally in millimeters) between the center of a light emitting diode (LED) cluster (pixel) and the center of the next LED pixel. Lower pixel pitch measurements indicate higher display resolution.~~

~~Pole Sign means a type of freestanding permanent sign that is mounted upon one or more poles.~~

~~Portable Sign means a sign that is designed to be easily moved from one location to another, and when placed, is neither fastened to a permanent structure or building, nor staked or otherwise installed into the ground. Portable signs include signs that are mounted on trailers, wheeled carriers, or frames that are designed to be placed onto a surface without being secured to it.~~

~~Principal Building Entrance means a primary point of public pedestrian access into a building. The phrase "principal building entrance" does not include doors used principally as emergency exits, or doors that provide restricted access (e.g., for employees or deliveries).~~

~~Projecting Sign means a sign that is mounted upon a building wall such that the sign face is not roughly parallel to the building wall.~~

~~Roof Sign means a sign that is installed, in whole or in part, above an eave line or parapet of a building.~~

~~sf. means square foot.~~

~~Sidewalk Sign means a type of portable sign that is designed to be placed (but generally not anchored) upon a hard surface in order to attract the attention of pedestrians.~~

~~Sign means any surface, fabric, device, or display which bears lettered, pictorial, or sculptured matter, designed to convey information to the public, that is visible from abutting property, a~~

public street, sidewalk, right-of-way, or other property at a higher elevation than the property on which the sign is installed. The term "sign" also includes all structural members (if any).

Sign Band means an area on a building facade usually located immediately above the storefront and below the second-story window sill, or below the cornice line, where signs were historically attached.

Sign Face means the surface area of a sign which is designed for placement of text, symbols, or images. The sign face does not include the supporting structure, if any, unless the supporting structure is used for the display of text, symbols, or images. For wall signs, the sign face is equal to the sign area of the wall sign, or the area within any frame or color used to define, differentiate, or mount the wall sign, whichever is larger.

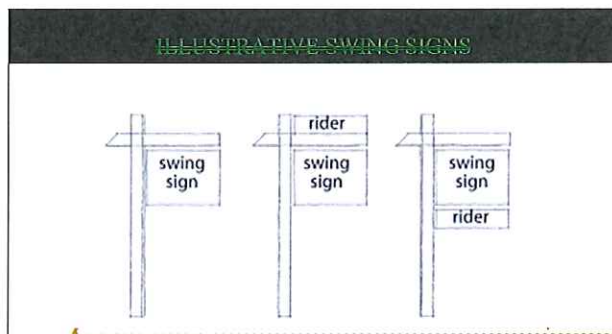
Site Sign means a type of temporary sign that is constructed of vinyl, plastic, wood, metal, or other comparable rigid material, which is displayed on a structure that includes at least two posts.

Soek Sign means a type of temporary sign that is constructed of flexible material, designed to fit over a permanent sign face or mount.

Street Elevation means a street-facing building elevation.

Substantial Modification means any modification of a sign that involves alteration or replacement of a structural support, enlargement of the sign area, material changes to the sign height or sign clearance, obvious changes of materials or components (e.g., replacement of wood with plastic), addition of new components (e.g., installation of lighting or an EMC) or repairs that cost more than fifty percent of the replacement cost of the sign. Substantial modifications do not include replacement of sign panels in a sign cabinet with comparable materials that display different messages, replacement of existing light sources with compliant light sources (unless the electrical work exceeds the repairs limit), painting, or repainting.

Swing Sign means a type of temporary sign that is suspended from a horizontal swing post that is attached to a post that is staked into the ground. Swing signs may include riders that are mounted to the swing post or suspended under the sign panel.



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~~**Uplight** means light emitted from a luminaire at an upward angle from the horizontal plane at which the luminaire is installed, that trespasses beyond or away from the object that the luminaire is intended to illuminate.~~

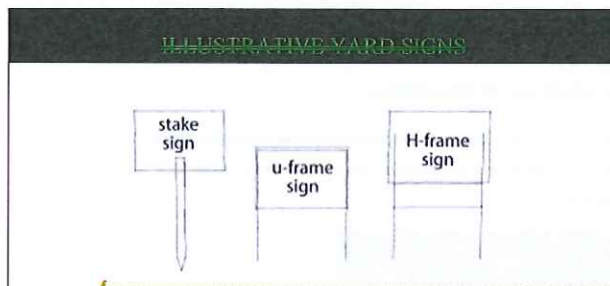
~~**Wall Sign, Painted or Applied** means a type of permanent sign that is painted on or applied to a wall of a building, which extends not more than two inches from the building wall.~~

~~**Wall Sign, Cabinet** means a type of permanent sign that is installed against the wall of a building, with a structure that extends more than two inches, but not more than one foot, from the building wall and a sign face that is roughly parallel to the building wall upon which the sign is mounted.~~

~~**Window Sign** means a type of temporary or permanent sign that is: (i) painted on, applied to, or attached to a window; or (ii) or installed or positioned within a building such that the sign face is oriented towards and highly visible through a window that is within six feet of the sign.~~

~~**Window Transparency**, means, for the purposes of this Chapter, any area of a window that is not covered or obstructed by a sign, such that the visibility through the window in both directions is not blocked. The actual visibility through the window (e.g., a pedestrian's ability to overcome daytime glare) is not a factor in the determination of window transparency, provided that the window is not treated with a reflective coating.~~

~~**Yard Sign** means a type of temporary sign that is constructed of paper, vinyl, plastic, wood, metal or other comparable material, which is mounted on a stake or a frame structure (often made from wire) that includes one or more stakes.~~



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~~**Zoning Ordinance** means Chapter 16, *Zoning*, Central City Colorado Municipal Code, as amended from time to time.~~

Section 2. Safety Clause. The City Council hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the City of Central, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The City Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be attained.

Section 3. Severability. If any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word (collectively, "Provision") of this Ordinance is declared unconstitutional by a court of competent jurisdiction, the declaration of such unconstitutionality shall not affect any other Provision of this Ordinance. It is the intent of the City Council that: (a) severability shall apply even if severance of a Provision would result in a situation where there would be less speech, whether by subjecting previously exempt signs to permitting or otherwise; (b) severability shall apply to prohibited sign types and prohibited sign elements, such that as many prohibited sign types and sign elements as may be constitutionally prohibited shall continue to be prohibited; and (c) severability shall apply to any Provision that is found to be content-based and declared to be unconstitutional, such that only that portion of the provision that is found to relate to content shall be severed, and if it is not possible to strike only the portion of the provision that is found to relate to content, then all signs that would be subject to the stricken Provision shall instead be subject to the next surviving Provision for a sign of comparable geometry and character that is more restrictive than the stricken Provision in terms of sign area.

Section 4. Repeal. Any and all ordinances or codes or parts thereof in conflict or inconsistent herewith are, to the extent of such conflict or inconsistency, hereby repealed; provided, however, that the repeal of any such ordinance or code or part thereof shall not revive any other section or part of any ordinance or code heretofore repealed or superseded and this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any ordinance hereby repealed prior to the effective date of this Ordinance.

Section 5. Effective Date. This Ordinance shall become effective immediately following publication, public hearing and the approval of City Council following second reading in accordance with Sections 5.9 and 5.10 of the City Charter.

INTRODUCED AND READ by title only on first reading at the regular meeting of the City Council of the City of Central on the 6th day of October, 2015, at Central City, Colorado.

CITY OF CENTRAL, COLORADO

Ronald E. Engels, Mayor

Approved as to form:

Marcus McAskin, City Attorney

ATTEST:

Reba Bechtel, City Clerk

PASSED AND ADOPTED on second reading, at the regular meeting of the City Council of the City of Central on the ____ day of _____, 2015.

CITY OF CENTRAL, COLORADO

Ronald E. Engels, Mayor

ATTEST:

Reba Bechtel, City Clerk

POSTED IN FULL AND PUBLISHED BY TITLE AND SUMMARY in the Weekly Register Call newspaper on _____, 2015.

POSTED AND PUBLISHED BY TITLE [AND SUMMARY IF AMENDED ON SECOND READING] in the Weekly Register Call newspaper on _____, 2015.

CITY OF CENTRAL, COLORADO

Ronald E. Engels, Mayor

ATTEST:

Reba Bechtel City Clerk



AGENDA ITEM # 9

CITY COUNCIL COMMUNICATION FORM

FROM: Marcus McAskin, City Attorney

DATE: October 22, 2015

ITEM: Ordinance 15-08 Approving a License Fee Rebate Agreement with G. F. Gaming Corporation

☒ ORDINANCE
☐ MOTION
☐ INFORMATION

- I. **REQUEST OR ISSUE:** Ordinance No. 15-08 approves a License Fee Rebate Agreement (the "Rebate Agreement") with G. F. Gaming Corporation (GF Gaming).

The City is in need of securing funds in an amount sufficient to assist with the acquisition of the Big-T parking lot, together with funding necessary improvements to the parking lot.

GF Gaming has volunteered to assist the City in raising the necessary capital by pre-paying \$600,000 in annual license fees imposed in accordance with Section 6-5-30 of the Municipal Code, as the same may be amended from time to time, and as more specifically set forth in the Agreement.

The final draft of the Rebate Agreement will be circulated to City Council at or prior to the November 3, 2015 Council meeting, and will be incorporated as **Exhibit A** to the Ordinance.

- II. **RECOMMENDED ACTION / NEXT STEP:** Approve Ordinance No. 15-08 on second reading following public hearing.

First reading of the Ordinance occurred on October 6, 2015. Staff anticipates that representatives of GF Gaming will be present at the November 3, 2015 meeting to answer any questions regarding the Rebate Agreement that Council may have.

- III. **FISCAL IMPACTS:** Approval of the Rebate Agreement will require the City to recognize an additional \$600,000 in FY2015 revenue. The additional revenue was not anticipated when the FY2015 Budget was adopted. The fund and amounts of additional revenue are shown below.

<u>General Fund</u>	<u>Supplemental</u>	<u>Increase</u>
	(License Fee Revenue)	\$600,000
Total increase in Revenue (General Fund)		\$600,000

- **Interfund Transfer from the General Fund to the Capital Improvement Fund (\$600,000).**

IV. **BACKGROUND INFORMATION:**

- GF Gaming has historically leased the Big-T parking lot from the current record owner, Pinnacle Entertainment, Inc.
- GF Gaming's agreement to pre-pay license fees will allow the City to acquire the Big-T parking lot from Pinnacle, as well as pay for certain repairs to the parking lot that are required.
- In the short term, it is anticipated that the Big-T lot will function as a public surface parking lot, and that customers and employees of the casinos operated and managed by GF Gaming will be allowed to use the parking lot.

- V. **LEGAL ISSUES:** None. City Council is authorized pursuant to Section 5.8 of the City's Home Rule Charter and C.R.S. § 29-1-109 to amend the budget after it is adopted. Adoption of Ordinance 15-08 is necessary to approve the Rebate Agreement and to recognize the supplemental General Fund revenue in FY2015.

- V. **CONFLICTS OR ENVIRONMENTAL ISSUES:** N/A

- VI. **SUMMARY AND ALTERNATIVES:** City Council has the following options:

- (1) Adopt Ordinance No. 15-08 on second reading;
- (2) Direct staff to make revisions to the Ordinance and continue the public hearing to a date and time certain; or
- (3) Reject or deny the Ordinance.

RECOMMENDED MOTION: "I MOVE TO APPROVE ORDINANCE 15-08, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CENTRAL, COLORADO APPROVING A LICENSE FEE REBATE AGREEMENT WITH G.F. GAMING CORPORATION ON SECOND READING."

Attachments:

- Ordinance 15-08 (w/o Exhibit A; final draft of Rebate Agreement will be distributed to City Council at or prior to the November 3, 2015 meeting under separate cover).

**CITY OF CENTRAL, COLORADO
ORDINANCE 15-08**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
CENTRAL, COLORADO, APPROVING A LICENSE FEE REBATE
AGREEMENT WITH G. F. GAMING CORPORATION**

WHEREAS, the City Council, has determined that a need currently exists to secure funds in an amount sufficient to assist the City with acquiring certain real property in the vicinity of City Hall and to fund certain necessary improvements to the property; and

WHEREAS, G. F. Gaming Corporation, a Colorado corporation ("GF Gaming") has volunteered to assist the City in raising the required funds by pre-paying certain license fees; and

WHEREAS, GF Gaming operates The Famous Bonanza Casino and Easy Street Casino in Central City; and

WHEREAS, the City desires to repay the advanced license fees by rebating a certain percentage of annual license fees over a ten (10) year period; and

WHEREAS, in accordance with Section 5.8 of the Home Rule Charter of the City, every act creating an indebtedness requires approval by ordinance; and

WHEREAS, the City Council desires to recognize six hundred thousand dollars (\$600,000) in additional General Fund revenue for FY2015; and

WHEREAS, GF Gaming and the City have agreed to the terms and conditions of a license fee rebate agreement, in substantially the form attached hereto as **Exhibit A** (the "Rebate Agreement"); and

WHEREAS, the City Council, has reviewed the form of the Rebate Agreement and has found the terms and conditions thereof acceptable.

BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF CENTRAL, COLORADO THAT:

Section 1. The City Council of the City of Central finds that the meetings at which this ordinance was considered and adopted were properly noticed and conducted as open meetings in accordance with Colorado law.

Section 2. The terms of said Rebate Agreement are in the best interests of the City and will secure necessary funding for property acquisition and related public infrastructure projects.

Section 3. The City Council designates and confirms that the Mayor has the authority to execute and deliver the Rebate Agreement and any related documents necessary to the consummation of the transactions contemplated by the Rebate Agreement in substantially the form attached hereto as **Exhibit A** for and on behalf of the City. The Mayor, in consultation

with the City Manager and the City Attorney, may make such non-material changes to the Rebate Agreement as necessary or desirable and that do not materially increase the obligation(s) of the City, such approval to be conclusively evidenced by the execution and delivery of the Rebate Agreement.

Section 4. **Amendments to FY 2015 Budget.** The Finance Director of the City of Central is authorized to make mathematical computations to the 2015 Budget to ensure that the amendments provided by this Ordinance are properly accounted for and such Budget properly reflects the approved amendments.

Section 5. **Severability.** Should any one or more sections or provisions of this Ordinance be judicially determined invalid or unenforceable, such judgment shall not affect, impair or invalidate the remaining provisions of this Ordinance, the intention being that the various sections and provisions are severable.

Section 6. **Effective Date.** This Ordinance shall become effective immediately following publication, public hearing and the approval of City Council following second reading in accordance with Sections 5.9 and 5.10 of the City Charter.

INTRODUCED AND READ by title only on first reading at the regular meeting of the City Council of the City of Central on the 6th day of October, 2015, at Central City, Colorado.

CITY OF CENTRAL, COLORADO

Ronald E. Engels, Mayor

Approved as to form:

Marcus McAskin, City Attorney

ATTEST:

Reba Bechtel, City Clerk

PASSED AND ADOPTED on second reading, at the regular meeting of the City Council of the City of Central on the 3rd day of November, 2015.

CITY OF CENTRAL, COLORADO

Ronald E. Engels, Mayor

ATTEST:

Reba Bechtel, City Clerk

POSTED IN FULL AND PUBLISHED BY TITLE AND SUMMARY in the Weekly Register Call newspaper on October 8, 2015.

POSTED AND PUBLISHED BY TITLE [AND SUMMARY IF AMENDED ON SECOND READING] in the Weekly Register Call newspaper on November 5, 2015.

CITY OF CENTRAL, COLORADO

Ronald E. Engels, Mayor

ATTEST:

Reba Bechtel City Clerk

Exhibit A
Rebate Agreement

(G. F. GAMING CORPORATION)

CITY OF CENTRAL, COLORADO
LICENSE FEE REBATE AGREEMENT

THIS LICENSE FEE REBATE AGREEMENT (the "Agreement") is entered into as of the ____ day of _____ 2015, by and between the **CITY OF CENTRAL**, a home rule municipality of the State of Colorado ("Central City" or the "City"), and **G. F. GAMING CORPORATION**, a Colorado corporation ("GF") and shall be effective as of November 5, 2015 (the "Effective Date"). Capitalized terms used herein and not otherwise defined have the meanings given to them in Section 1.1.

RECITALS

A. The City desires to acquire certain property commonly known as the Big-T Parking Lot located in Central City and more particularly described as follows:

see **Exhibit A** (the "Property"); and

B. The Property is currently owned of record by Pinnacle Entertainment, Inc., a Delaware corporation ("Pinnacle");

C. GF operates and manages The Famous Bonanza Casino and Easy Street Casino in Central City; and

D. GF has historically leased the Property from Pinnacle in order to provide surface parking for its customers, patrons and employees; and

E. The City desires to acquire the Property in order to provide free public parking in the short term, and to further other planning and economic development goals of the City; and

F. GF desires to prepay License Fees in the amount of six hundred thousand dollars (\$600,000) to the City in order to assist the City with acquiring the Property and undertaking certain improvements to the Property, including but not limited to certain stormwater infrastructure repairs; and

G. The City finds that the acquisition of the Property and subsequent necessary improvements and repairs will substantially benefit the public through continued availability of public parking and improved stormwater conveyance infrastructure; and

H. The City is authorized to refund License Fees for Gaming Devices where such refunds further the economic development goals of the City.

NOW, THEREFORE, for and in consideration of the covenants and conditions set forth herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the City and GF agree as follows:

1.0 DEFINITIONS: INTERPRETATION

1.1 Definitions. The terms set forth below shall have the following meanings:

"Business Day" means any day other than Saturday, Sunday, or other day on which commercial banks in Denver, Colorado are authorized or required to close.

"Facilities" means any gaming operation(s) owned and operated by GF situate within the boundaries of the Gaming District, together with any ancillary and appurtenant restaurant, retail, hotel, entertainment and related operations, and subject to all applicable federal, state and local ordinances and regulations. The Parties acknowledge and agree that as of the Effective Date of this Agreement, the Facilities include The Famous Bonanza Casino and Easy Street Casino.

"Gaming Device" means any equipment or mechanical, electromechanical, or electronic contrivance, component, or machine used remotely or directly in connection with gaming or any game. The term includes a slot machine, poker table, blackjack table and the cards used to play poker and blackjack.

"Gaming District" means those areas of Central City designated within the Historic Gaming and Gregory Gulch Gaming zone districts of the City.

"GF" means G. F. Gaming Corporation, a Colorado corporation.

"License Fees" means the annual license fee imposed in accordance with Section 6-5-30 of the Municipal Code, as the same may be amended from time to time. License Fees shall not include the fees set forth in Section 6-5-40 of the Municipal Code including the transportation fee imposed by the City (or the Central City Transportation Enterprise) and the marketing fee.

"Person" means an individual, partnership (whether general or limited), joint venture, corporation, limited liability company, trust, estate, custodian, nominee, government (or agency or political subdivision thereof) or other association, entity or group.

"Property" means that certain real estate more particularly described on Exhibit A attached hereto, and commonly known as the Big-T Parking Lot.

"Revocable License" shall have the meaning set forth in Section 2.2.3 below.

"Slot Machine" means any mechanical electrical video, electronic, or other device, contrivance, or machine which, after insertion of a coin, token or similar object, or upon payment of any required consideration whatsoever by a player, is available to be played or operated and which, whether by reason of the skill of the player or application of the element of chance, or both, may deliver or entitle the player operating the machine to receive cash premiums, merchandise, tokens or redeemable game credits, or any other things of value other than unredeemable free games, whether the payoff is made automatically from the machines or in any other manner.

"State Gaming License" means a license issued by the Colorado Limited Gaming Control Commission or its successor agencies which authorizes any person to engage in gaming within the City of Central.

1.2 Interpretation: References. Pronouns, wherever used herein, and of whatever gender, shall include natural persons and corporations and associations of every kind and character, and the singular shall include the plural wherever and as often as may be appropriate. Article and section headings are for convenience of reference and shall not affect

the construction or interpretation of this Agreement. Whenever the terms "hereof", "hereby", "herein", or words of similar import are used in this Agreement they shall be construed as referring to this Agreement in its entirety rather than to a particular section or provision, unless the context specifically indicates to the contrary. Whenever the word "including" is used herein, it shall be construed to mean "including without limitation". Any reference to a particular "Article" or a "Section" or a "subsection" shall be construed as referring to the indicated article or section or subsection of this Agreement unless the context indicates to the contrary.

2.0 TERMS AND CONDITIONS

2.1 GF Obligations.

2.1.1 Advance of Future License Fees. On or before the close of business on Monday, December 7, 2015, GF shall advance the sum of six hundred thousand dollars (\$600,000.00) to the City (the "GF Advance"). The GF Advance shall be made by wire transfer or certified check. The GF Advance shall be deposited by the City in its General Fund and shall thereafter be used to fund the acquisition of the Property from Pinnacle and related future improvements to the Property. The nature of the future improvements and the timing thereof shall be determined by the City in its sole discretion, and shall be subject to appropriation in 2015 and future budget years. If the City does not close on the acquisition of the Property on or before February 29, 2016, the GF Advance shall be returned to GF in full in accordance with Section 2.2.1 below.

2.1.2 Adherence to City Regulations. GF shall own and operate the Facilities subject to full compliance with all applicable City ordinances, resolutions, regulations and written policies. Nothing contained in this Agreement shall be construed to relieve GF from full compliance with all ordinances, resolutions, rules, regulations and written policies of Central City, including the payment of all applicable taxes, fees, licenses, and permits (subject to a License Fee rebate as specified in Section 2.2 below), and compliance with all applicable City subdivision, zoning, building, historic preservation, fire and safety codes, and all other applicable ordinances and regulations of the City.

2.1.3 Availability of Records. GF agrees to cooperate with the City and make its records and Facility available to the City during normal business hours in order for the City to make the appropriate rebate payments to GF.

2.2 Central City Obligations. In exchange for the agreements set forth in Section 2.1, Central City agrees to the following:

2.2.1 Closing on Property. The City agrees to proceed in good faith toward acquiring the Property from Pinnacle. GF acknowledges that the City's acquisition of the Property will be subject to inspection of the Property by the City, title review, and other due diligence activities. If the City elects to terminate the purchase and sale agreement with Pinnacle and does not proceed to Closing on the Property on or before February 29, 2016 (the "Outside Closing Date"), the City shall return the GF Advance to GF in full on or before March 15, 2016. For purposes of this Section 2.2.1, "Closing" shall mean the date on which a special warranty deed conveying the Property to the City is recorded in the real property records of Gilpin County, Colorado. The Parties may extend the Outside Closing Date by written amendment in accordance with the provisions of Section 5.3 below.

2.2.2 Rebate Incentive. In exchange for GF's payment of the GF Advance as described herein, and subject to the terms hereof, Central City hereby agrees to refund to GF an amount equal to Twenty Percent (20%) of all License Fees paid by GF to the City for each Gaming Device located in the Facilities for a period not exceeding Fifteen (15) years commencing as of January 1, 2016 and terminating on December 31, 2030 ("Fifteen Year Period"). During the Fifteen Year Period, the City shall refund such percentage of License Fees up to a maximum dollar amount equal to 100% of the GF Advance ("Maximum Rebate Sum"). Based upon the current number of Gaming Devices located in the Facilities as of the Effective Date of this Agreement, the Parties acknowledge and agree that if the number of Gaming Devices remains relatively constant, the Maximum Rebate Sum is expected to be paid to GF within eight (8) calendar years, or on or before December 31, 2023. In no event shall the Maximum Rebate Sum exceed six hundred thousand dollars (\$600,000.00). The City shall reimburse GF up to the Maximum Rebate Sum and, if necessary, automatically extend the Fifteen Year Period on January 1, 2031 and on each January 1st thereafter on a year-to-year basis until the Maximum Rebate Sum has been paid to GF. This Agreement shall automatically terminate on the date that the Maximum Rebate Sum has been paid to GF in full. GF shall be entitled to a License Fee rebate, provided that each of the following occurs: (1) the GF Advance is paid to the City on or before the date referenced in Section 2.1.1 above; (2) the Facilities are operational and open to the public as evidenced by a State Gaming License in good standing; and (3) GF has paid applicable License Fees and device fees to the City when due.

2.2.3 Payment of Rebate. Upon calculation by the City of the correct amount of License Fees paid by GF for each Gaming Device on a monthly basis, the City shall issue the appropriate License Fee rebate for the preceding month's payment. Until such time as the full Maximum Rebate Sum is paid to GF, the City agrees to pay the monthly rebate to GF within twenty (20) days of the GF's timely payment of monthly License Fees in accordance with Article V, Chapter 6 of the Central City Municipal Code, as may be amended from time to time.

2.2.4 GF Authorized Use of Property. As additional consideration for GF's payment of the GF Advance to the City as described herein, and subject to the terms hereof, the City hereby agrees to grant GF a non-exclusive revocable license (the "Revocable License") to utilize the Property as parking for its patrons, customers, and employees. The Revocable License shall permit GF to install signage advertising the Facilities within the boundaries of the Property, provided that such signage: (a) complies with the City's applicable sign regulations; and (b) has been approved in advance and in writing by the City Manager. Additionally, GF shall be permitted to access the Property with a golf cart or similar vehicle(s) in order to assist patrons and customers of the Facilities with traveling to and from the Property to the Facilities. The City and GF intend that GF shall be authorized to utilize the Property for parking and other uses as set forth in this Section 2.2.4 until the Property is not available for such use(s) due to construction activity, re-development of the Property, or other major change in the status or function of the Property. If not earlier terminated, the Revocable License shall automatically terminate as of the date on which the Maximum Rebate Sum has been paid to GF, as set forth in Section 2.2.2 above. The City shall provide GF with a minimum of sixty (60) days advance written notice prior to terminating the Revocable License, unless such termination is required to protest or guard against an imminent threat to public health or safety, in which case the City Manager or designee shall be authorized to close the Property or restrict access thereto on an as-needed basis.

3.0 TERMINATION

This Agreement may be terminated:

3.1 Upon the mutual written consent and approval of both Parties.

3.2 By either GF or Central City if the other Party has materially breached this Agreement; provided that the terminating Party is not also in material breach of this Agreement and has provided written notice to the breaching Party stating its intention to declare a default and to terminate this Agreement and describing in reasonable detail the nature of the breach, and the breaching Party fails to cure or take substantial steps to cure the breach within thirty (30) days of receipt of such notice. The correction of the material breach shall constitute a cure thereof.

3.3 For purposes of this Section, a material breach by GF shall include but not be limited to a closure of the Facilities for a period exceeding thirty (30) consecutive days.

4.0 DISPUTE RESOLUTION

4.1 General. Each Party shall use its commercially reasonable efforts to negotiate an amicable resolution to any dispute arising from this Agreement. However, if GF and Central City are unable to negotiate an amicable resolution of a dispute within thirty (30) days from the date of written notice of the dispute, or such other time period as the Parties mutually agree in writing, either party may initiate a claim in accordance with Section 4.2.

4.2 Jurisdiction. This Agreement shall be governed by the laws of the State of Colorado, whose courts shall have exclusive jurisdiction over any claim or cause of action arising under this Agreement. Venue for any and all legal actions arising hereunder shall lie in the district court in and for the County of Gilpin, State of Colorado. Each Party also agrees not to bring any action or proceeding arising out of or relating to this Agreement in any other court or forum. Each Party agrees that a final judgment in any action or proceeding so brought shall be conclusive and may be enforced by suit on the judgment or in any other manner provided by law or at equity. In addition to any other available remedies, it is understood and agreed that Central City may, in its sole discretion, withhold or refuse to issue License Fee rebate requested by GF, in the event of a breach of this Agreement by GF.

5.0 MISCELLANEOUS PROVISIONS

5.1 Notices. Any notice required, permitted or provided for in this Agreement shall be in writing and shall be personally delivered, or mailed first class mail (postage prepaid, return receipt requested), or sent by reputable overnight courier service (charges prepaid) to the recipient at the address below indicated, or at such address or to the attention of such other person as the recipient party has specified by prior written notice to the sending party. Notices shall be deemed to have been given hereunder when delivered personally on the day of delivery, five (5) days after deposit in the U.S. mail and one (1) Business Day after deposit with a reputable overnight courier service.

To Central City:

City of Central, Colorado
PO Box 249
141 Nevada Street
Central City, CO 80427
Attn: City Manager

To GF:

G. F. Gaming Corporation
PO Box 399
Central City, CO 80427
Attn: Ann Dodson

With a copy to:

City Attorney
c/o Widner, Michow & Cox, LLP
13133 E. Arapahoe Road, Suite 100
Centennial, CO 80112

With a copy to:

G. F. Gaming Corporation
950 S. Cherry Street, Suite 300
Denver, CO 80246

5.2 Entire Agreement. Except as otherwise expressly set forth herein, this Agreement embodies the complete agreement and understanding among the Parties hereto with respect to the subject matter hereof and supersedes and preempts any prior understandings, agreements or representations by or among the Parties, written or oral, which may have related to the subject matter hereof in any way.

5.3 Amendment and Waiver. The provisions of this Agreement may be amended or waived only with the prior written consent of Central City and GF. The failure of any Party to assert any of its rights under this Agreement or otherwise shall not constitute a waiver of such rights.

5.4 Severability. If any provision of this Agreement or the application thereof to any Person or circumstances shall be invalid or unenforceable to any extent, and such invalidity or unenforceability does not destroy the basis of the bargain between the Parties, then the remainder of this Agreement and the application of such provisions to other Persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

5.5 Counterparts. This Agreement may be signed in counterparts (including by means of telecopy signature pages), which need not contain the signature of more than one party, but taken together shall constitute one and the same agreement.

5.6 Successors and Assigns. Except as otherwise expressly provided in this Agreement, neither this Agreement nor any of the rights, interests or obligations under this Agreement may be assigned or delegated, in whole or in part, by operation of law or otherwise by any Party without the prior written consent of the other Party, such written consent to not be unreasonably withheld and any such assignment without such prior written consent shall be null and void.

5.7 Governing Law. All issues and questions concerning the construction, validity, interpretation and enforceability of this Agreement shall be governed by, and construed in accordance with, the laws of the State of Colorado.

5.8 No Third Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and their respective successors and

assigns and nothing contained in this Agreement shall give or allow any such claim or right of action by any other person with respect to this Agreement.

5.9 Governmental Immunity. Nothing contained herein shall limit, waive or intend to waive the monetary limitations or any other rights, immunities, and protections provided to the City of Central by the Colorado Governmental Immunity Act, C.R.S. §24-10-101 et seq., as from time to time amended, or otherwise available to the City, its officers, and employees.

5.10 Tabor Compliance. The amount payable under this Agreement by the City is available subject to annual appropriation. GF acknowledges and agrees that Article X, Section 20 of the Colorado Constitution, commonly known as TABOR, imposes spending and revenue restrictions on the City and prohibits the City from committing funds on a multi-fiscal year obligation basis.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

THE CITY OF CENTRAL, COLORADO

By: _____
Ronald E. Engels, Mayor, authorized
pursuant to Ordinance 15-08

ATTEST:

APPROVED AS TO FORM:

By: _____
City Clerk

By: _____
Marcus A. McAskin, City Attorney

G. F. GAMING CORPORATION, a
Colorado corporation

By: _____
Ann Dodson, President

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing License Fee Rebate Agreement was acknowledged before me this ____ day of _____, 2015, by Ann Dodson, as President of G. F. Gaming Corporation, a Colorado corporation.

Witness my hand and official seal.

My commission expires: _____

[SEAL]

Notary Public

**EXHIBIT A
LEGAL DESCRIPTION**

Parcel I:

Lot 1, EXCEPT that portion covered by Highway 279, also known as Spring Street, All Lots 2, 3, 4, 5, 6, 7, and the Northeasterly six (6) feet of Lot 8, including that part of the Montana Mill Site lying within the boundaries of the said Northeasterly six (6) feet of said Lot 8, which lies between and extends from Spring Street to Nevada Street, Block 20.

Parcel II:

The PIERCE LOADE and MILL SITE, U.S. Survey No. 105 A and B, as created by United States Patent recorded on June 13, 1872, in Book 53 at Page 262, County of Gilpin, State of Colorado.

The property consisting of Parcel I and Parcel II above is commonly known and referred to as the "Big-T" parking lot.



AGENDA ITEM # 10

CITY COUNCIL COMMUNICATION FORM

FROM: Marcus McAskin, City Attorney

DATE: October 20, 2015

ITEM: Ordinance 15-09 Approving the Acquisition of Property Commonly Known as the Big-T Parking Lot

☒ ORDINANCE
☐ MOTION
☐ INFORMATION

- I. **REQUEST OR ISSUE:** Ordinance No. 15-09 approves the acquisition of certain property commonly known as the Big-T Parking Lot from the current record owner of the property, Pinnacle Entertainment, Inc., a Delaware corporation ("Pinnacle").

As of the date of the preparation of this Communication Form, it is anticipated that the City and Pinnacle will have executed the Purchase and Sale Agreement for the subject property (the "Purchase Agreement"). A copy of the Purchase Agreement will be distributed to members of City Council at or prior to the November 3, 2015 meeting under separate cover.

- II. **RECOMMENDED ACTION / NEXT STEP:** Approve Ordinance No. 15-09 on second reading following a public hearing.

First reading of the Ordinance occurred on October 6, 2015.

- III. **FISCAL IMPACTS:** Approval of the Ordinance will require the City to expend General Fund monies to acquire the subject property and to fund anticipated improvements to the subject property.

- IV. **BACKGROUND INFORMATION:**

The City has been negotiating with Pinnacle to acquire the Big-T parking lot. Following the date of Closing, which is anticipated to be prior to the end of calendar year 2015, the

City anticipates operating the Big-T parking lot as a public surface parking lot in the short term.

V. **LEGAL ISSUES:** None. City Council is authorized pursuant to Section 5.8 of the City's Home Rule Charter and C.R.S. § 29-1-109 to amend the budget after it is adopted. Adoption of Ordinance 15-09 is necessary to recognize the expenditure of General Fund monies in FY 2015 in an amount sufficient to acquire the subject property.

V. **CONFLICTS OR ENVIRONMENTAL ISSUES:** N/A

VI. **SUMMARY AND ALTERNATIVES:** City Council has the following options:

- (1) Adopt Ordinance No. 15-09 on second reading;
- (2) Direct staff to make revisions to the Ordinance and continue the public hearing to a date and time certain; or
- (3) Reject or deny the Ordinance.

RECOMMENDED MOTION: "I MOVE TO APPROVE ORDINANCE 15-09, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CENTRAL, COLORADO APPROVING THE ACQUISITION OF PROPERTY COMMONLY KNOWN AS THE BIG-T PARKING LOT ON SECOND READING."

Attachments:

- Ordinance 15-09

**CITY OF CENTRAL, COLORADO
ORDINANCE 15-09**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
CENTRAL, COLORADO APPROVING THE ACQUISITION OF
PROPERTY COMMONLY KNOWN AS THE BIG-T LOT**

WHEREAS, the City of Central (the “City”) and Pinnacle Entertainment, Inc., a Delaware corporation (“Seller”) are in the process of finalizing the terms and conditions of that certain Purchase and Sale Agreement (the “Purchase Agreement”), which outlines the terms on which the Seller will convey certain property commonly known as the Big-T parking lot and certain other property owned of record by the Seller and situated in the City of Central, Gilpin County, Colorado (the “Subject Property”) to the City; and

WHEREAS, City is authorized by its Home Rule Charter and § 31-15-101(1)(d), C.R.S. to acquire the Subject Property; and

WHEREAS, a copy of the Purchase Agreement is on file with the City Clerk’s Office and is incorporated herein by reference; and

WHEREAS, the majority of the Subject Property is located immediately adjacent to City Hall; and

WHEREAS, a legal description of the Subject Property is attached to this Ordinance as **Exhibit A** and is incorporated herein by reference; and

WHEREAS, the City desires to acquire the Subject Property from the Seller in accordance with the terms and conditions set forth in the Purchase Agreement; and

WHEREAS, City Council finds that the acquisition of the Subject Property will promote the health, safety and general welfare of the Central City community; and

WHEREAS, Section 5.8 of the Home Rule Charter requires that every act making an appropriation shall be by Ordinance; and

WHEREAS, City Council desires to appropriate six hundred thousand dollars (\$600,000) from the General Fund in order to: (1) fund the acquisition of the Subject Property; and (2) fund necessary improvements to the Subject Property as determined by the City; and

WHEREAS, the City provided notice of a public hearing concerning this Ordinance in accordance with C.R.S. § 29-1-106 by publishing notice once in a newspaper of general circulation and held such public hearing as required by state statute; and

WHEREAS, the additional appropriations contemplated by this Ordinance do not exceed the amount of estimated revenues in the FY2015 budget; and

WHEREAS, the City Council declares the purchase of real property as provided by this Ordinance is an exercise of its administrative power as provided by Colorado law.

BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF CENTRAL, COLORADO THAT:

Section 1. Recitals Incorporated. The recitals contained above are incorporated herein by reference and are adopted as findings and determinations of the City Council.

Section 2. Acceptance of Subject Property. The City Council hereby approves the acquisition of the Subject Property for the Purchase Price set forth in the Purchase Agreement and in accordance with the general terms and conditions set forth in the Purchase Agreement, after execution and delivery of all documents referenced in and associated with the Purchase Agreement, with the acceptance of title to the Subject Property being contingent upon recording of the conveyance deed to the Subject Property in the Clerk and Recorder's Office of Gilpin County, Colorado.

Section 3. Execution of Documents. The Mayor, Mayor Pro-Tem, City Manager, and City Clerk are authorized to execute all documents necessary to facilitate or complete the acquisition of the Subject Property, following the review and approval of all such documents as to form by the City Attorney's Office.

Section 4. Amendments to FY 2015 Budget. The Finance Director of the City of Central is authorized to make mathematical computations to the FY2015 Budget to ensure that the amendments provided by this Ordinance are properly accounted for and such Budget properly reflects the approved amendments.

Section 5. Severability. Should any one or more sections or provisions of this Ordinance be judicially determined invalid or unenforceable, such judgment shall not affect, impair or invalidate the remaining provisions of this Ordinance, the intention being that the various sections and provisions are severable.

Section 6. Repeal. Any and all ordinances or codes or parts thereof in conflict or inconsistent herewith are, to the extent of such conflict or inconsistency, hereby repealed; provided, however, that the repeal of any such ordinance or code or part thereof shall not revive any other section or part of any ordinance or code heretofore repealed or superseded and this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any ordinance hereby repealed prior to the effective date of this Ordinance.

Section 7. Effective Date. This Ordinance shall become effective immediately following publication, public hearing and the approval of City Council following second reading in accordance with Sections 5.9 and 5.10 of the City Charter.

INTRODUCED AND READ by title only on first reading at the regular meeting of the City Council of the City of Central on the 6th day of October, 2015, at Central City, Colorado.

CITY OF CENTRAL, COLORADO

Ronald E. Engels, Mayor

Approved as to form:

Marcus McAskin, City Attorney

ATTEST:

Reba Bechtel, City Clerk

PASSED AND ADOPTED on second reading, at the regular meeting of the City Council of the City of Central on the 3rd day of November, 2015.

CITY OF CENTRAL, COLORADO

Ronald E. Engels, Mayor

ATTEST:

Reba Bechtel, City Clerk

POSTED IN FULL AND PUBLISHED BY TITLE AND SUMMARY in the Weekly Register Call newspaper on October 8, 2015.

POSTED AND PUBLISHED BY TITLE [AND SUMMARY IF AMENDED ON SECOND READING] in the Weekly Register Call newspaper on November 5, 2015.

CITY OF CENTRAL, COLORADO

Ronald E. Engels, Mayor

ATTEST:

Reba Bechtel City Clerk

**EXHIBIT A
LEGAL DESCRIPTION**

Parcel I:

Lot 1, EXCEPT that portion covered by Highway 279, also known as Spring Street,
All Lots 2, 3, 4, 5, 6, 7, and the Northeasterly six (6) feet of Lot 8, including that part of
the Montana Mill Site lying within the boundaries of the said Northeasterly six (6) feet of
said Lot 8, which lies between and extends from Spring Street to Nevada Street,
Block 20,

Parcel II:

The PIERCE LODGE and MILL SITE, U. S. Survey No. 105 A and B, as created by
United States Patent recorded on June 13, 1872, in Book 53 at Page 262, County of
Gilpin, State of Colorado

Parcel III:

Lot 16,
Block 20,

Parcels I and II above are commonly known and referred to as the "Big-T" parking lot.

Gilpin County Assessor Account Numbers: R002385, R002388, N002378

Gilpin County Parcel ID Numbers: 183512301047, 183512301065, 105-PIERCE&MS

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the "Agreement") is made and entered into this 27th day of October, 2015 (the "Effective Date"), by and between **PINNACLE ENTERTAINMENT, INC.**, a Delaware corporation having a legal address of 3980 Howard Hughes Parkway, Las Vegas, NV 89169 ("Seller"), and the **CITY OF CENTRAL**, a Colorado home rule municipality having an address of 141 Nevada Street, Central City, CO 80427 (the "City"). The Seller and the City may be collectively referred to herein as the "Parties."

WHEREAS, Seller is the owner of real property located in Gilpin County, Colorado, which is adjacent to City Hall and described as Parcels I and II on Exhibit A, a copy of which is attached hereto and incorporated into this Agreement by reference (the "Big-T Parking Lot"), and the owner of additional real property located in Gilpin County, Colorado described as Parcel III on Exhibit A (collectively, the "Property"); and

WHEREAS, Seller desires to sell and the City desires to purchase the Property.

NOW, THEREFORE, in consideration of the foregoing premises and the covenants, promises and agreements of each of the Parties hereto, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. Purchase and Sale. Seller agrees to sell and the City agrees to purchase the Property subject to the terms and conditions set forth in this Agreement.

2. Title Company. The title and escrow company for this transaction is **First American Title Insurance Company** (the "Title Company"). The Title Company's address is 1125 17th Street, Suite 750, Denver, Colorado 80202.

3. Purchase Price. The purchase price for the Property shall be Three Hundred Fifty Thousand Dollars (\$350,000.00) (the "Purchase Price"). The Purchase Price shall be paid by the City at Closing in cash, certified funds, or by wire transfer of other immediately available funds.

- a. Deposit. Within three (3) business days following the Effective Date, the City shall deposit the sum of Fifty Thousand Dollars (\$50,000.00) ("Deposit") with the Title Company identified in Section 2 above. Title Company will hold the Deposit in escrow by promptly placing the Deposit in a segregated non-interest bearing account. Title Company will provide the Parties with all specific information concerning this account, including account number, etc. The Deposit shall be applied to the Purchase Price at Closing. In the event this Agreement is terminated prior to Closing, the Title Company shall promptly deliver the Deposit to the applicable party as provided for herein. Following the expiration of the Inspection Period, the Deposit shall be non-refundable to the City except as otherwise provided for herein.

- b. Balance of Purchase Price. The City shall pay Seller the unpaid balance of the Purchase Price on the date of Closing.

4. Evidence of Title. No later than ten (10) days after the Effective Date, Seller shall provide to the City, at Seller's expense, a title commitment issued by the Title Company, along with copies of all exception documents, with a standard coverage owner's policy of title insurance, insuring title to the Property as of the date of Closing in the amount of the Purchase Price (the "Title Commitment").

5. Documents. Not later than five (5) days after the Effective Date, Seller shall provide City copies of the following to the extent in Seller's actual possession and reasonably available to Seller:

- a. The name(s) of the Seller's representative(s), together with telephone and email contacts for said representative(s), that are most familiar with the Property, to aid the City in completing additional environmental inspections and/or investigations of the Property; and
- b. Any occupancy agreements related to the Property, including but not limited to, that certain lease, dated as of August 24, 2006, by and among Seller and GF Gaming Corporation, a Delaware corporation (the "GF Lease"); and
- c. Agreements, reports, studies, inspections and investigations regarding the Property; and
- d. Appraisals, environmental reports and geotechnical engineering reports; and
- e. Surveys, improvement location certificates, maps and plats; and
- f. Most recent property tax bills affecting the Property.

6. Inspection.

- a. Seller and the City expressly covenant and agree that the City's satisfaction upon the inspection provided for herein is a specific condition precedent to the obligation of the City to purchase the Property. The period of inspection (the "Inspection Period") shall begin on the Effective Date and shall terminate on the earlier of: (i) receipt by Seller of written notice from the City that the Property is suitable for purchase; or (ii) forty five (45) calendar days after the Effective Date.
- b. During the Inspection Period, and upon reasonable advance written notice to and approval from Seller, such approval not to be unreasonably withheld or delayed, the City may enter the Property to make such reasonable inspections, reviews,

studies, evaluations, or surveys, at the City's sole cost and expense, required to satisfy itself as to the acceptability and suitability of the Property for purchase, including, without limitation, a Phase I environmental inspection.

Prior to entering the Property, the City shall provide Seller with a certificate of insurance naming Seller as an additional insured issued by the Colorado Intergovernmental Risk Sharing Agency (CIRSA) in the minimum amount of One Million Dollars (\$1,000,000.00). All such entries upon the Property shall be at reasonable times during normal business hours and after at least twenty-four (24) hours prior notice to Seller and Seller shall have the right to accompany the City during any activities performed by the City on the Property. The City will restore the Property to substantially the same condition as existed before the inspection or test. Only if authorized by law and without waiving the provisions of the Colorado Constitution or the Colorado Governmental Immunity Act, the City shall indemnify, defend and hold harmless Seller and Seller's employees, agents, shareholders, members, managers and directors harmless from and against any and all losses, costs, damages, claims or liabilities, including, but not limited to, mechanic's liens and Seller's attorneys' fees and costs arising out of or in connection with the City's inspection of the Property allowed herein. Should, for any reason and in its sole discretion, the City not be satisfied that the Property is acceptable or suitable, the City shall notify Seller in writing on or before the expiration of the Inspection Period of its dissatisfaction, at which time this Agreement shall be considered null and void and of no further force and effect and the Deposit shall be refunded to the City.

The City may deliver to Seller written notice of any objections to the Title Commitment or any survey obtained by the City no later than fifteen (15) days prior to the expiration of the Inspection Period. If the City fails to timely notify Seller of any such objections, the matters disclosed on the Title Commitment and any survey obtained by the City shall be deemed permitted exception(s) and accepted by the City. If the City timely notifies Seller of such objections, Seller shall have seven (7) days following receipt of such objections in which to advise the City that it will, in Seller's sole discretion, either (i) cause such defects to be removed or remedied prior to Closing; or (ii) not cause the defects to be remedied or remedied. If Seller does not timely notify the City of its election, Seller shall be deemed to proceed under subsection (ii). If Seller elects or is deemed to have elected to proceed under subsection (ii), the City shall have until the termination of the Inspection Period to either terminate this Agreement and receive a refund of the Deposit or proceed with the purchase of the Property without a reduction in the Purchase Price. Failure of the City to notify Seller of its dissatisfaction prior to the expiration of the Inspection Period shall be deemed a waiver of the City's rights under this Section 6.b. and acceptance of the Property as suitable for purchase.

7. Closing. The closing of this Agreement ("Closing") shall be held at the office of the Title Company or closed in escrow on the earlier of (a) five (5) days following the expiration of

the Inspection Period, (b) Wednesday, December 30, 2015, or on such other date as the Parties may agree to in writing. At the Closing, Seller shall deliver to the City a special warranty deed, free and clear of all liens, encumbrances, and other exceptions, except such easements, restrictions, and other exceptions as are of record and are accepted by the City during the Inspection Period. The Parties further agree to execute an assignment and assumption agreement with respect to the GF Lease as well as any other documents reasonably required by the Title Company to consummate the transaction contemplated hereby.

a. Closing Conditioned on Future Legislative Action. Pursuant to Section 5.8 of the City's Home Rule Charter, any purchase of a fee interest in real property must be approved by an ordinance duly considered and adopted by City Council. Closing shall be scheduled on a date following the effective date of the ordinance authorizing the acquisition of the Property, but not later than December 30, 2015 unless otherwise agreed to by the Parties in writing.

b. Possession. Possession of the Property shall be delivered to the City at Closing.

8. Warranties. As of the Effective Date and continuing through and including the date of Closing, Seller warrants as follows:

- a. There are no actions, suits, proceedings or investigations pending or, to Seller's actual knowledge threatened, against, or affecting the Property;
- b. To the best of Seller's actual knowledge, the Property is in compliance with the laws, orders, and regulations governing the Property;
- c. To the best of Seller's actual knowledge, Seller is not party to or subject to or bound by any agreement, contract or lease of any kind relating to the Property, which has not been specifically disclosed to the City;
- d. To the best of Seller's actual knowledge, no representation, warranty, or statement made herein by Seller contains any untrue statement of any material fact or omits to state any material fact necessary in order to make such representation, warranty, or statement not misleading;
- e. Seller is duly authorized and has taken all necessary actions to execute and perform this Agreement and this Agreement is enforceable against Seller in accordance with its terms; and
- f. Except as otherwise provided for herein, City is purchasing the Property "AS IS", "WHERE IS" and "WITH ALL FAULTS" and "WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED", including, without limitation, the physical condition of the property (including whether the property lies within a flood zone, any sinkholes, drainage, whether surface or underground or other damages, the presence or absence of hazardous materials, mold, fungus, bacteria or other biological growth factors, parking, access to the Property, zoning, set-back and

other ordinances, codes, regulations, rules, requirements and orders affecting the Property; all existing agreements, the GF Lease, and plans and specifications affecting the Property.

9. Costs and Fees. Closing fees and escrow fees shall be shared equally by Seller and City. Per page recording costs and transfer taxes, if any, shall be paid by the Seller. The premium for the title insurance policy, in favor of the City in the amount of the Purchase Price (the "Owner's Policy"), shall be paid by Seller. The cost of deletions from the Owner's Policy of any standard exceptions in Schedule B-2 of the Title Commitment, as well as the cost of any other affirmative coverages or endorsements and the amount of any coverage exceeding the Purchase Price, shall be borne by the City. Seller and the City shall each pay the fees and expenses of their respective legal counsel, accountants, and other consultants or advisors incurred in connection with the transaction contemplated by this Agreement.

10. Taxes. Taxes for all years prior to Closing shall be paid in full by Seller prior to Closing. Taxes for the year of Closing shall be prorated to the date of Closing. As the City is a governmental entity exempt from real property tax, any proration of property taxes for the year in which Closing occurs shall remain Seller's sole responsibility.

11. Remedies upon Default.

- a. Seller's remedies. If Seller has fully performed or tendered performance of its obligations under this Agreement and the City is unable or fails to perform its obligations, then Seller's sole remedy shall be to retain the Deposit as liquidated damages and ownership of the Property and be released from its obligations to sell the Property to the City. The Parties agree and stipulate that it would be impracticable and extremely difficult to affix damages if the City defaults under this Agreement and that the Deposit represents a reasonable estimate of Seller's damages. In the event the City is unable or fails to perform its obligations hereunder it shall pay for any escrow cancellation charges or fees.
- b. The City's remedies. If, after satisfaction of the conditions, Seller fails to consummate the transaction contemplated by this Agreement for any reason except a material breach by the City, the City may elect, at the City's sole option: (i) not to purchase the Property and to be released from its obligations hereunder; or (ii) to proceed against Seller for specific performance of this Agreement.

12. Restrictive Covenant Encumbering the Property. The Parties acknowledge and agree that gaming is allowed on the Big-T Parking Lot in accordance with the provisions of Article XVIII, §9 of the Colorado Constitution as same may be amended from time to time ("Gaming Amendment") and controlling zoning and land use provisions of the Municipal Code. Prior to or at Closing, the Parties agree that Seller shall be entitled to record a restrictive covenant against the Big-T Parking Lot restricting the future use of the Big-T Parking Lot; specifically, Seller shall be entitled to record a restrictive covenant prohibiting any portion of the Big-T Parking Lot from containing a gaming establishment (the "Restrictive Covenant"). The Restrictive Covenant shall run with the land and shall bind all future owners of all or any portion of the Big-T Parking

Lot. The sole purpose of the Restrictive Covenant shall be to prohibit gaming as a use by right on the Big-T Parking Lot, notwithstanding the fact that gaming is allowed on the Big-T Parking Lot by the Gaming Amendment and the City's Zoning Ordinance. The Parties agree that the Restrictive Covenant shall be substantially in the form attached hereto as Exhibit B. During the Inspection Period the Restrictive Covenant may be reviewed and approved by the City Manager and the City Attorney. The approved Restrictive Covenant shall be recorded on the date of Closing prior to recordation of the special warranty deed transferring the Property from Seller to the City.

13. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Gilpin County, Colorado.

14. Further Documents. Seller and the City hereby instruct the Title Company to use this Agreement as closing instructions. The Seller and the City shall perform such other actions or deliver such other documents, including additional closing instructions, as may be reasonable and necessary to complete the sale under this Agreement. Terms of this Agreement shall prevail over any inconsistent additional instructions, unless the City and Seller specifically waive the inconsistency in writing.

15. Notices. Any notices required by this Agreement shall be effective if made in writing and either delivered directly; sent by certified or registered mail, return receipt requested; or sent by USPS Express Mail to the following:

City:	City of Central Attention: City Manager 141 Nevada Street Central City, Colorado 80427
With a copy to:	Widner, Michow & Cox, LLP Attention: Marcus McAskin 13133 East Arapahoe Road, Suite 100 Centennial, Colorado 80112
Seller:	Pinnacle Entertainment, Inc. Attention: General Counsel 3980 Howard Hughes Parkway Las Vegas, Nevada 89169

All notices shall be deemed received on the date of the return receipt or acknowledgment of delivery.

16. Modification. This Agreement may only be modified upon written agreement of the Parties.

17. Integration. The foregoing constitutes the entire agreement between the Parties and no additional or different oral representation, promise or agreement shall be binding on any of the Parties hereto.

18. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

19. Broker(s). Seller represents that there is no Listing Broker for this transaction. The City represents that there is no Selling (Cooperating) Broker for this transaction. The Parties agree that no commissions will be paid to any Broker(s) or any other persons related to the transaction contemplated by this Agreement.

20. No Third-Party Beneficiaries. There are no intended third-party beneficiaries to this Agreement.

21. Construction. The City and Seller acknowledge that each party has reviewed this Agreement and that the normal rule of construction that provides for ambiguities to be resolved against the drafting party shall not apply to the interpretation of this Agreement. This Agreement shall be construed neither for nor against Seller or the City, but shall be given a reasonable interpretation in accordance with the plain meaning of its terms.

22. Article X, Section 20/TABOR. Seller and the City understand and acknowledge that the City is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The City represents that it has or will have budgeted and appropriated sufficient funding to meet its obligations set forth in this Agreement. For any amounts not fully appropriated, the City does not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, all payment obligations of the City are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the City's current fiscal period. Financial obligations of the City payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the applicable rules, regulations, and resolutions of the City and any other applicable law.

23. Governmental Immunity. Nothing in this Agreement shall be construed as a waiver of the rights and privileges of the City pursuant to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the City and its officers or employees.

24. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document. In addition, the Parties specifically acknowledge and agree that electronic signatures shall be effective for all purposes, in accordance with the provisions of the Uniform Electronic Transactions Act, Title 24, Article 71.3 of the Colorado Revised Statutes.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first set forth above.

CITY:

CITY OF CENTRAL, a Colorado home
rule municipality

Daniel Miera
Daniel Miera, City Manager

Date of execution: Oct. 27, 2015

ATTEST:

By: Rhea Bechtel
City Clerk

REVIEWED BY:

By: [Signature]
City Attorney

SELLER:

PINNACLE ENTERTAINMENT, INC., a
Delaware corporation

John A. Godfrey
Name: John A. Godfrey
Title: Executive Vice President,
Secretary and General Counsel

Date of execution: October 23, 2015

STATE OF Nevada)
) ss.
COUNTY OF Clark)

This Purchase and Sale Agreement was acknowledged before me this 23rd day of October 2015, by John A. Godfrey as Executive Vice President, Secretary & General Counsel of Pinnacle Entertainment, Inc., a Delaware corporation.

Witness my hand and official seal.

Donna Whitfield
Notary Public

[SEAL]

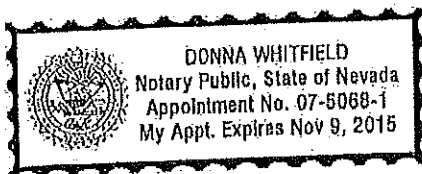


EXHIBIT A
LEGAL DESCRIPTION

Parcel I:

Lot 1, EXCEPT that portion covered by Highway 279, also known as Spring Street, All Lots 2, 3, 4, 5, 6, 7, and the Northeasterly six (6) feet of Lot 8, including that part of the Montana Mill Site lying within the boundaries of the said Northeasterly six (6) feet of said Lot 8, which lies between and extends from Spring Street to Nevada Street, Block 20.

Parcel II:

The PIERCE LOADE and MILL SITE, U.S. Survey No. 105 A and B, as created by United States Patent recorded on June 13, 1872, in Book 53 at Page 262, County of Gilpin, State of Colorado.

Parcel III:

Lot 16,
Block 20,

The property consisting of Parcel I and Parcel II above is commonly known and referred to as the "Big-T" parking lot.

Gilpin County Assessor Account Numbers: R002385, R002388, N002378
Gilpin County Parcel ID Numbers: 183512301047, 183512301065, 105-PIERCE&MS

EXHIBIT B
Restrictive Covenant

(see attached)

RESTRICTIVE COVENANT

PROPERTY SUBJECT TO COVENANT ("Property"):

The property commonly known and referred to as the "Big-T" parking lot, described with particularity in Exhibit 1 attached hereto.

Gilpin County Assessor Account Numbers: R002385 and N002378

Gilpin County Parcel ID Numbers: 183512301047 and 105-PIERCE&MS

OWNER: Pinnacle Entertainment, Inc., a Delaware corporation
3980 Howard Hughes Parkway, Las Vegas, NV 89169

EFFECTIVE DATE OF COVENANT: The date of recording of this instrument in the real property records of Gilpin County, Colorado.

RECITALS

WHEREAS, Pinnacle Entertainment, Inc. ("Pinnacle") is the sole current owner of the Property described above; and

WHEREAS, Pinnacle and the City of Central, Colorado ("City") are parties to a purchase and sale agreement for the Property dated Oct. 27, 2015, and have agreed that the Property should be impressed with certain covenants and restrictions prior to the date of closing contemplated in the purchase and sale agreement; and

WHEREAS, Pinnacle and the City acknowledge and agree that gaming is allowed on the Property in accordance with the provisions of Article XVIII, §9 of the Colorado Constitution ("Gaming Amendment") and controlling zoning and land use provisions of the Central City Municipal Code as either may be amended from time to time; and

WHEREAS, Pinnacle is unwilling to sell the Property unless the City agrees to be bound by the specific restrictions set forth in this Restrictive Covenant (the "Covenant"). The City acknowledges and agrees that it is a material inducement to Pinnacle selling the Property that the City agrees to be bound by the restrictive covenants herein; and

WHEREAS, the sole purpose of the Covenant shall be to prohibit Gaming, Gambling and the maintaining or operation of an Establishment (each as defined herein) as a use by right on the Property for the term set forth herein, notwithstanding the fact that gaming is allowed on the Property by the Gaming Amendment and the Municipal Code; and

NOW, THEREFORE, it is declared by Pinnacle that the Property shall be held, sold and conveyed subject to the following covenants and restrictions impressed upon the Property by Covenant. The Covenant shall run with the land, and shall be binding on the Owner of the Property, and its successors and assigns for the term described with particularity in this Covenant.

TERMS OF COVENANT

1. The following words as used herein shall have the following meanings:
 - a. "Establishment" shall mean any premises wherein or whereon any Gaming or Gambling is done.
 - b. "Game" shall mean any game played with cards, dice, equipment or any mechanical, electromechanical or electronic device or machine for money, property, checks, credit or any representative of value, including, without limiting the generality of the foregoing, faro, monte, roulette, keno, bingo, fan-tan, twenty-one, blackjack, seven-and-a-half, big injun, klondike, craps, poker, chuck-a-luck, Chinese chuck-a-luck (dai shu), wheel of fortune, chemin de fer, baccarat, pai gow, beat the banker, panguingui, instant racing, any pari-mutuel wagering, slot machine, any banking or percentage game, any sports wagering, any wagering on racing or other non-sports events or any other game or device approved by the applicable gaming authorities.
 - c. "Gaming or Gambling" shall mean to deal, operate, carry on, conduct, maintain or expose for play any Game, or to operate an inter-casino linked system.
2. The Property shall not be developed, maintained or operated as an Establishment or other land use containing any Gaming or Gambling. This Covenant shall not prohibit the City or any subsequent owner(s) of the Property from developing the Property with a use or uses that are incidental to, generally support, or are complementary to Gaming or Gambling, including but not limited to a parking garage, hotel, commercial lodging, offices, fitness club, or spa; provided that any such use(s) do not contain any Gaming or Gambling or, maintain or operate an Establishment.
3. As of the Effective Date of this Covenant, Pinnacle is also the current owner of all the shares of Ameristar Casino Black Hawk, Inc d/b/a Ameristar Resort Casino & Spa located at 111 Richman Street in Black Hawk, Colorado (the "Ameristar Casino") and more particularly described on Exhibit 2 attached hereto. Pinnacle and the City agree that the Property is burdened by the Covenant and the Ameristar Casino is benefitted by the Covenant in that the Covenant is intended to ensure that no future Gaming, Gambling or the maintenance or operating of an Establishment is permitted on the Property during the term of this Covenant.

4. This Covenant shall encumber the Property from the Effective Date through December 31, 2050 (the "35 Year Period") or until the earlier of the following:
 - a. Pinnacle executes and records in the real property records a termination of this Covenant; and
 - b. The City elects to make the Covenant Termination Payment as provided for in paragraph 5 below.
5. At any time following the Effective Date and prior to the expiration of the 35 Year Period, the City may notify Pinnacle in writing that the City elects to modify this Covenant such that the owner of the Property shall be permitted to operate no more than two hundred (200) slot machines on the Property during the remaining term of the 35 Year Period. For the avoidance of doubt, no other Gaming or Gambling shall be permitted on the Property. In exchange for such amendment, the City shall pay to Pinnacle the sum of Five Hundred Thousand Dollars (\$500,000.00) and shall execute and record in the real property records of Gilpin County, Colorado an amendment to this Covenant in form and substance reasonably acceptable to Pinnacle (the "Covenant Termination Payment"). Nothing in this Covenant shall obligate the City or any future City Council to make the Covenant Termination Payment. The election of City Council to appropriate funds for the Covenant Termination Payment in a future budget year shall be contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the applicable rules, regulations, and resolutions of the City and any other applicable law.
6. On and after January 1, 2051, this Covenant shall not encumber the Property and the two hundred (200) slot machine limit set forth in paragraph 5 above shall be of no force or effect. On and after January 1, 2051, the City may proceed to execute and record in the real property records of Gilpin County, Colorado, a termination of this Covenant.
7. If any person or entity shall violate or attempt to violate this Covenant, it shall be lawful for Pinnacle or its successors and assigns to prosecute proceedings at law or in equity against such person or entity violating or attempting to violate this Covenant.
8. If any part of this Covenant is declared invalid, by judgement or court order, the same shall in no way affect any of the other provisions of this Covenant, and such remaining portions of this Covenant shall remain in full force and effect.
9. If at any time Pinnacle fails to enforce the terms of this Covenant, whether or not any violations of it are known, such failure shall not constitute a waiver or estoppel of the right to enforce it.
10. Except as set forth in paragraphs 4, 5 and 6 above, this Covenant may be modified, amended, or terminated only by joint written agreement of both: (a) the City, which shall be evidenced by a written Resolution of City Council, and (b) Pinnacle.
11. Covenant Runs With the Land. This Covenant shall constitute a restrictive covenant, which shall run with the Property for the benefit of Pinnacle, any affiliate of Pinnacle, and any future owner of the Ameristar Casino. As used herein, "affiliate" shall mean any

12. No Third Party Beneficiaries. This Covenant does not and shall not be deemed to confer upon or grant to any third party any right to claim damages or to bring any lawsuit, action or other proceedings against either the City or Pinnacle because of any breach hereof, or because of any terms, covenants, agreements or conditions contained herein. Other than as specifically set forth herein, this Covenant is not intended to impose any legal or other responsibility on either the City or Pinnacle.
13. Attorney's Fees. In the event of any litigation related to this Covenant, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees.
14. Recordation. This Covenant shall be recorded in the real property records of Gilpin County, Colorado.
15. Jurisdiction and Venue. The laws of the State of Colorado shall govern the interpretation and performance of this Covenant. Venue shall only be proper in Gilpin County, Colorado.

Exhibit B-4

[SEAL]

Notary Public

[Signatures continue on the following page.]

CITY:

CITY OF CENTRAL, a Colorado home
rule municipality

Daniel Miera, City Manager

Date of execution: _____, 2015

STATE OF COLORADO)
) ss.
COUNTY OF GILPIN)

This Restrictive Covenant was acknowledged before me this ____ day of
_____ 2015, by Daniel Miera as the City Manager of the CITY OF
CENTRAL, a Colorado home rule municipality.

Witness my hand and official seal.

[SEAL]

Notary Public

EXHIBIT 1
LEGAL DESCRIPTION

Parcel I:

Lot 1, except that portion covered by Highway 279, also known as Spring Street, All Lots 2, 3, 4, 5, 6, 7 and the Northeasterly 6 feet of Lot 8, including that part of the Montana Mill Site lying within the boundaries of the said Northeasterly 6 feet of said Lot 8, which lies between and extends from Spring Street to Nevada Street, Block 20, City of Central, County of Gilpin, State of Colorado.

Parcel II:

The Pierce Lode and Mill Site, U.S. Survey No. 105 A and B, as created by United States Patent recorded on June 13, 1872, in Book 53 at Page 262, County of Gilpin, State of Colorado.

The above property is commonly known and referred to as the "Big-T" parking lot.


EXHIBIT 2
LEGAL DESCRIPTION OF AMERISTAR CASINO
(to be attached)



Agenda Item #13

Memorandum

To: Mayor and Council

From: Daniel R. Miera, City Manager 

Date: October 30, 2015

Re: Downtown Beautification Plan (Pilot Program – Main Street String Lighting)

During the Council Work Session on April 21, 2015, I presented a *Downtown Beautification Plan* (a copy of this packet is attached herewith for reference), which included a proposal to install string lights on Main Street (from and along the lamp posts on both sides of the street) for a six (6) month pilot period (May 2015 – October 2015).

As of November 1st, the pilot period will end. So, at this point I am requesting direction from Council regarding the next step in the program. The two (2) main questions are: 1) would you like the lights to remain on Main Street?; and, 2) if you would like the program to continue on Main Street, and if possible, would you like staff to work on an expansion plan (e.g. similar installation along Lawrence St. / Eureka St.)?

I respectfully request that this direction be provided in the form of a motion during the Regular Meeting of the Council on November 3, 2015 when this agenda item is addressed. Please let me know if you have any questions or require additional information. Thank you.



City of Central

Community Development Department

DOWNTOWN BEAUTIFICATION PLAN

Update / Proposal

Presented to: City Council

Presented by: Daniel R. Miera, City Manager

Presented on: April 21, 2015

Summary

During the budget planning process in 2014 (for FY 2015), the City approved a “Downtown Beautification” line-item within the Community Development Departmental Budget. Since that time, City staff has worked with members of the *Central City Main Street Steering Committee* and the *Central City Retail Merchants Association* to design some concepts that would begin to improve upon the aesthetics of the downtown area. We’ve begun to implement some of the projects thus far, and an update on those projects is provided below. There is also a proposal that we’d like to get some feedback from the Council on before proceeding with implementation.

❖ The following was identified for implementation in 2015:

1. Repaint/refinish trash receptacles along Lawrence St., Gregory St., and Eureka St.
2. Refinish benches along Eureka St.
3. Repair/Improve wooden stairwell up to the High Streets from Eureka.
4. Facilitate City-wide clean-up operation.
5. Improve the street painting (striping, etc.) program.
6. Replace black bollards along Main St. with (high) black planters.
7. Temporary repairs to the damaged/failing areas of the paver section of Main St.
8. Signage Improvements: a) new welcome banners (in the interim until Welcome Archway sign can be installed); b) wayfinding sign study; c) I-70 signs (new signs / improved placement); d) clean-up of old signs and/or visual clutter abatement; and e) Sign Code rewrite.
9. Improvement to old chain-link fence panel between City Hall and the Belvidere Theater, and other area-related aesthetic improvements.
10. Accent lighting along Main St.

Update

1. Approximately 40% of the trash receptacles have been painted, including two (2) on the Big T-Lot.
2. Mountain Goat Gallery has volunteered to refinish the bench outside of the Teller House that belongs to the Opera Association.
3. Planning Stage.
4. Tentatively scheduled for late May / early June (ideally, May 29th or June 5th), weather permitting.

5. Quotation Stage. The City is currently getting pricing for the restriping project on the Parkway, and estimating what the costs will be to have the same company repaint lines within the interior city roads.

Also, staff will increase painting efforts this year, including a different approach to improve certain crosswalks.

6. Cost estimate and ordering stage. Order for planters and planting material will be placed at the same time that the order for flower baskets along Main St. are ordered.

7. Tentatively scheduled for the week of the City Clean-Up Project (Tuesday & Wednesday).

8. Signage Improvements

- a. Banners: design and quote stage.
- b. Wayfinding Study: negotiating proposal / finalizing contract
- c. I-70: planning stage.
- d. Sign Clean-Up: In-Progress
- e. Sign Code Rewrite: negotiating proposal / finalizing contract

9. Replaced chain-link fencing panels with decorative fence to mimic the existing fence style (height) – decorative safety (No Trespassing) sign will be installed.

Also, a terraced flower bed wall will be installed below the fencing up to the sidewalk. A stairway will be built into the center of the design, leading to the center gate, which will eventually provide access to a Community Garden.

10. Accent Lighting on Main Street. See *Proposal* (below).

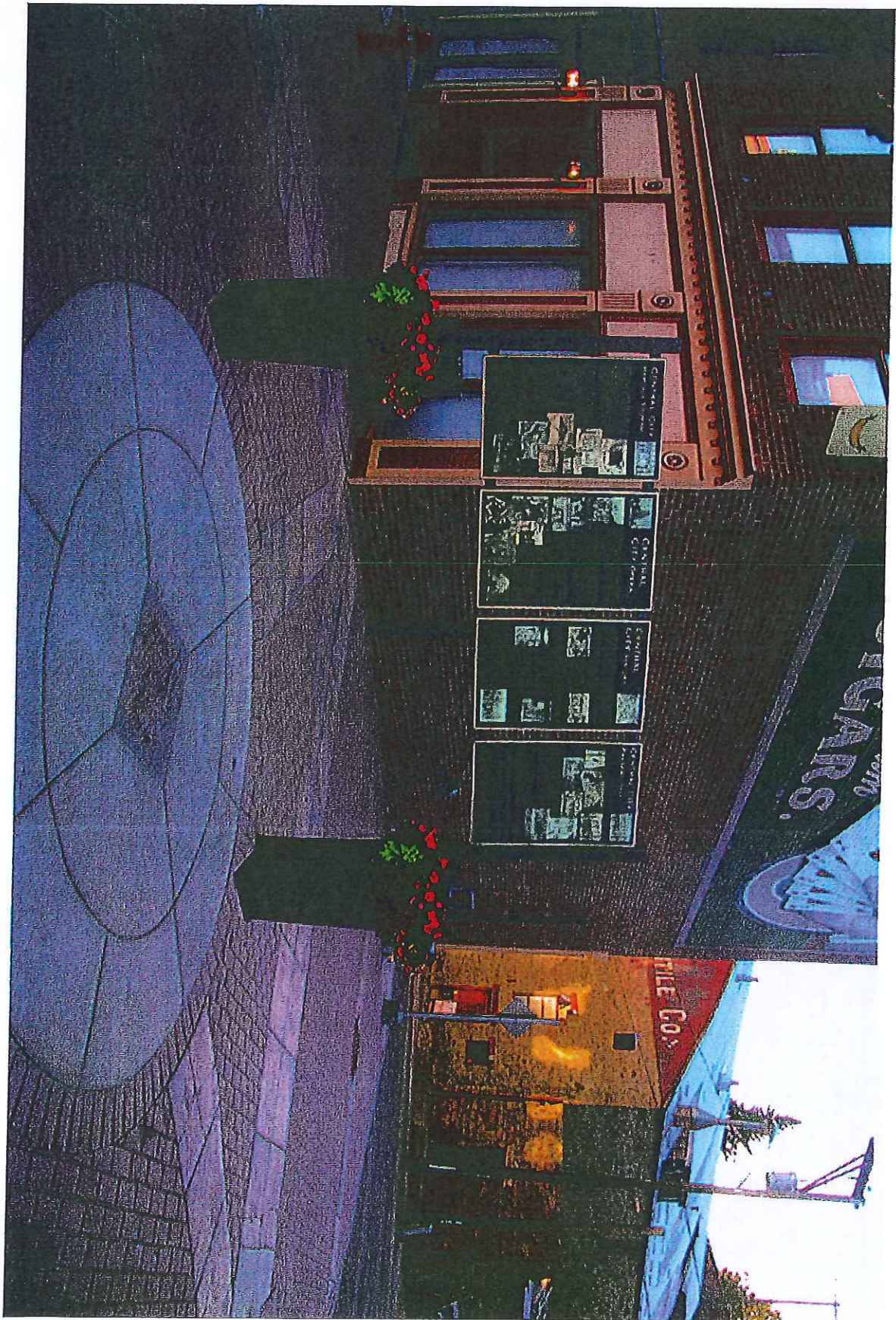
Proposal

10. Pilot Main Street Lighting Project (May 2015 – October 2015)

A group of interested community members have designed and supported a lighting concept that will better illuminate parking areas and off-street loading areas on Main Street, as well as improve the general ambiance downtown. The street lighting proposes to reinforce the visual continuity of the City, and is designed to create visual interest and variety. The conceptual design is not overbearing, the installation is not permanent, and the costs are relatively low. Eventually, if there is support to graduate the temporary nature of the Light Project beyond the pilot-stage, the design can then be presented to the HPC for potential design guideline amendments (if necessary). If the Light Project is discontinued after the pilot period, the lights may be reconfigured and installed into another design (if desired), or they can simply be repurposed elsewhere into event/seasonal lighting.

- ❖ **Attachments:** Photos depicting the Planter Project along Main Street, as well as an illustration of the Lighting Project concept.

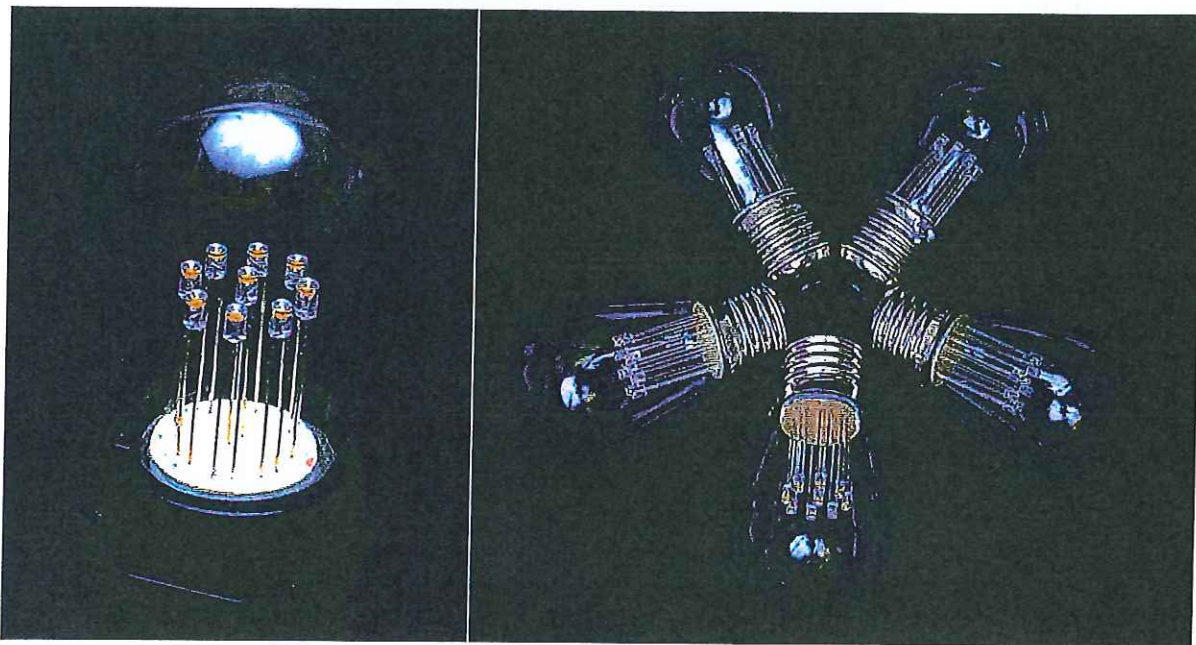
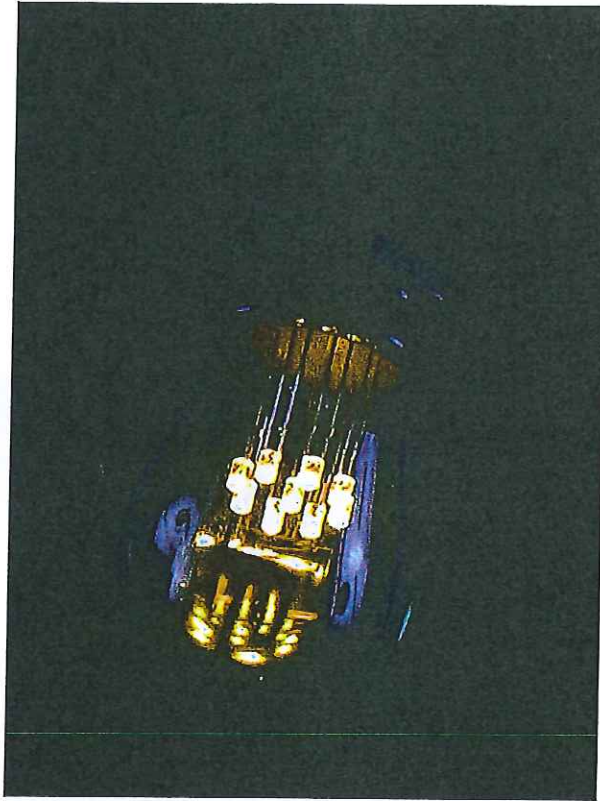






Edison LED Soft white commercial outdoor lights
Strung from pole to pole.

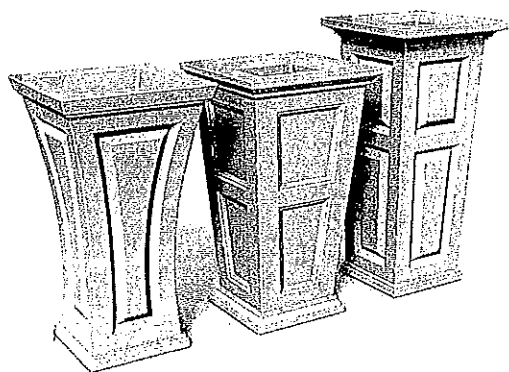
Warm-White LED Light Bulb



Each bulb is spaced 24" apart along a black strand of cord, which will be affixed to a black-coated cable, strung from pole to pole (street light fixtures) along Main Street. Approximately 500 bulbs in total.

Tall Planter Instructions (for part #'s 5829, 4833, 4834)

MIS017



PACKAGE CONTENTS: 1x Tall Planter, 1x Removable Tray Insert

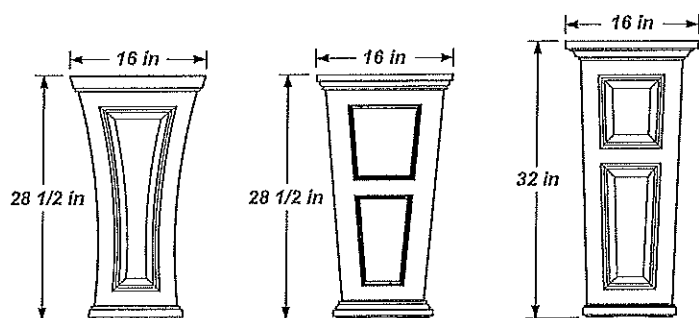
COLORS: Black, Clay, or White

IMPORTANT NOTE:

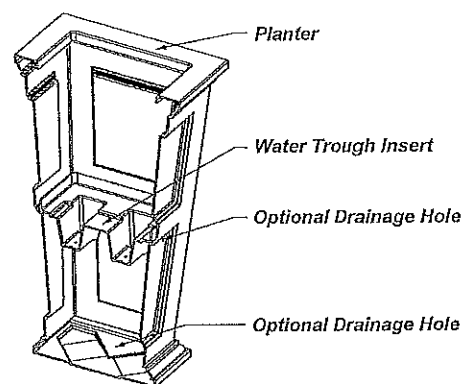
- **DRAINAGE HOLES ARE NOT INCLUDED** but can be easily drilled in the desired location depending on the intended use of the planter. See instructions on the reverse side for more details.
- Do not overload the patio planters. Lightweight fillers and potting mixes are recommended and yield better plant growth.
- Suitable for flowers, herbs, vegetables, and small plants.

In the event of missing or defective parts, please email info@gomayne.com or call our customer service department toll free at 866-363-8834 (available Monday through Friday, 8am-5pm EST).

Product Dimensions



Cross Section (typical for all 3 planters)

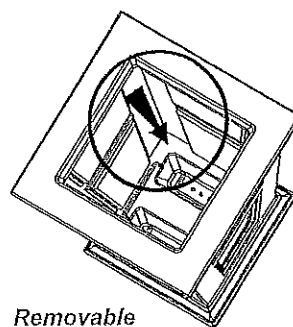


Removable Tray Insert

All Mayne Tall planters have a removable insert tray. To remove the tray push down firmly on one corner and lift up on the opposite corner.

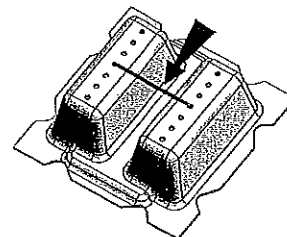
The Cambridge tray has a different design, to remove it squeeze the two troughs together and lift up. It also includes a steel clip on the bottom for added support.

Note: The trays can also be flipped upside down to create a raised platform for a potted plant.



Removable
Insert Tray

Cambridge tray
includes a clip for
added strength



General Information:

- Read instructions carefully before beginning assembly.
- To clean the product, for best results use a soap solution and high-pressure water.
- On the reverse side of this instruction sheet there are a few potting recommendations, but please consult your local garden center for more detailed information.
- The molded polyethylene construction is designed to withstand cold temperatures but you may wish to winter store the planter in a shed or garage to offer the best protection from extreme cold.

MAYNE[®]
Outdoor Products of Distinction
www.gomayne.com

Street Lighting Design

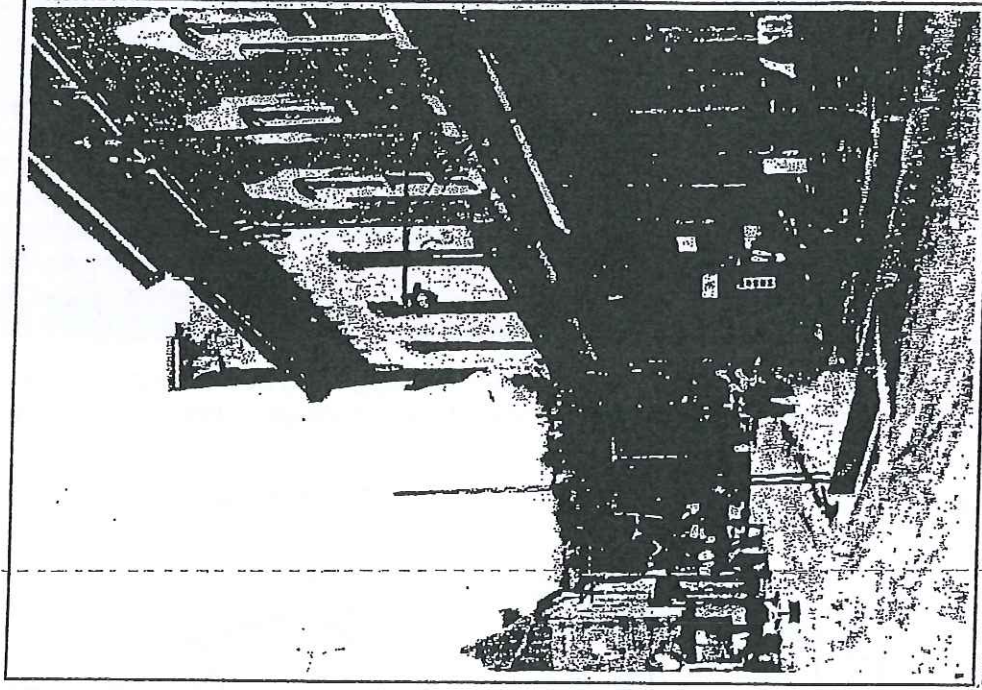
Street lighting should be designed to reinforce the visual continuity of the city. The light fixtures (luminaires) and poles (standards) should in fact be unifying design elements in the core area. In doing so, they should be designed to create visual interest and variety.

Two light fixture styles existed historically. One was a faceted, carriage-style lamp; the other was a pendant-type lamp that was supported on a tall, arching pole. Both styles may be considered in developing the street lighting design.

Guideline 8:

Pole-mounted street lights are to be used throughout the commercial areas, using a decorative cast design that matches those shown in historic photographs.

- Two of the styles found historically will be used.
- In outlying areas and in residential neighborhoods where gravel shoulders may be constructed, the lights should be mounted on wooden or industrial poles.
- The poles should also be designed to accommodate banners.
- They should also be supplied with electrical utility outlets for seasonal lighting schemes.



This historic street light should be incorporated in the streetscape design for the Commercial Core (Photo circa 1920s).

CHAPTER 3 LIGHTING INTRODUCTORY STATEMENT

Exterior Lighting: A goal for the City is to reduce the level of glare on the street, especially the light spill generated from the illumination of buildings. Lighting should not overwhelm the street or alter the perceived character of an historic building. Architectural lighting to highlight historic architectural elements or special architectural ornamentation is allowable on a site-specific basis.

CHAPTER 3, GUIDELINE 24

- Use lighting to unify the building composition at night.
- Lighting may be used only on these exterior elements:
 - Building entrances
 - Signs
 - Architectural features or special architectural ornamentation
- Lighting should stay focused at the street level, to encourage a pedestrian-oriented environment.
- Do not use-extensive lighting on other facade elements or signs.
- Subtle architectural lighting of upper facade elements is allowed on a site-specific basis, provided low-wattage systems are used, no light trespass occurs, and that the installation causes minimal impact to the historic structure. Wiring and/or conduit must not be visible
- Use shielded, indirect light sources for all exterior lighting for signs.
- Fixtures must be concealed, or of a very simple design, or of a style that is appropriate to the period of the building.
- Lighting the entire building front, either with permanent spot lights or with permanent strings of lights, is inappropriate.
- Neon, fluorescent and other linear light sources are inappropriate for signs or building lighting.

Color

In order to maintain the historic quality of Central City, building colors should be similar to those historically found in the neighborhood.

Guideline 22:

Building colors should be similar to those used historically.

- Colors may be selected from color charts approved by the Historic Preservation Commission.
- Applicants may propose to use other colors, however these will be reviewed on a case-by-case basis to determine their appropriateness in the specific context.

Guideline 23:

Color schemes should be coordinated for an entire building.

- Use color to establish a sense of unity for a building rather than fragment it visually.
- Avoid strongly contrasting colors that would disrupt a sense of unity.

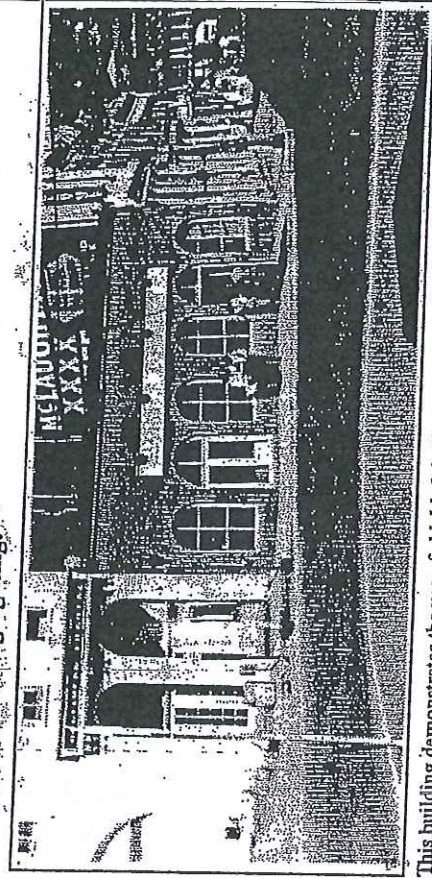
Exterior Lighting

A goal for the city is to reduce the level of glare on the streets, especially the light spill generated from the illumination of buildings. Lighting should not overwhelm the street or alter the perceived character of an historic building.

Guideline 24:

Use lighting to unify the building composition at night.

- Lighting may be used only on these exterior elements:
 - Building entrances
 - Signs
- Lighting should stay focused at the street level. Do not use extensive lighting on other facade elements or signs.
- Use shielded, indirect light sources for all exterior lighting for signs.
- Fixtures must be concealed, or of a very simple design, or of a style that is appropriate to the period of the building.
- Lighting the entire building front, either with permanent spot lights or with permanent strings of small exposed lights, is inappropriate.
- Neon, fluorescent and other linear light sources are inappropriate for signs or building lighting.



This building demonstrates the use of shielded, indirect light for the lighting of the exterior sign.



Novelty Lights, Inc.
1610 W Evans Ave
Suite K
Englewood, CO 80110
Local 303.727.9000
Fax 303.727.9003

4/14/2015



\$2,722,719

Central City Manager

From: Reba Bechtel
Sent: Tuesday, April 21, 2015 4:38 PM
To: Central City Manager
Subject: holiday lighting in HDG district from the sign code

14-3-160

(18) Holiday lighting

- | | |
|-------------------------|--|
| a. Permit Required | No |
| b. Applies to Sign Area | N/A |
| c. Max Sq Ft per Sign | N/A |
| d. Max Number | N/A |
| e. Max Height | N/A |
| f. Minimum Setback | N/A |
| g. Additional Standards | Property owners may exhibit all types of holiday displays. Installation of holiday lighting and displays may commence no earlier than November 1st. Holiday lighting and displays, including strings of bulbs, may be turned on/displayed from the weekend before Thanksgiving through February 1st. Removal of winter holiday displays must be completed by February 10th. Installation of holiday lighting and displays must not negatively impact historic buildings, the materials with which they are constructed or their architectural features. Other holiday/seasonal events which occur outside Thanksgiving through February 1st shall be limited to 7 days before the date of the event and must be removed within 3 days after the event. |
| h. Illumination | N/A |
| i. Lettering / Colors | Historic colors, lettering and typeface styles are required |

Reba Bechtel, CMC

City Clerk

cityclerk@cityofcentral.co

City of Central

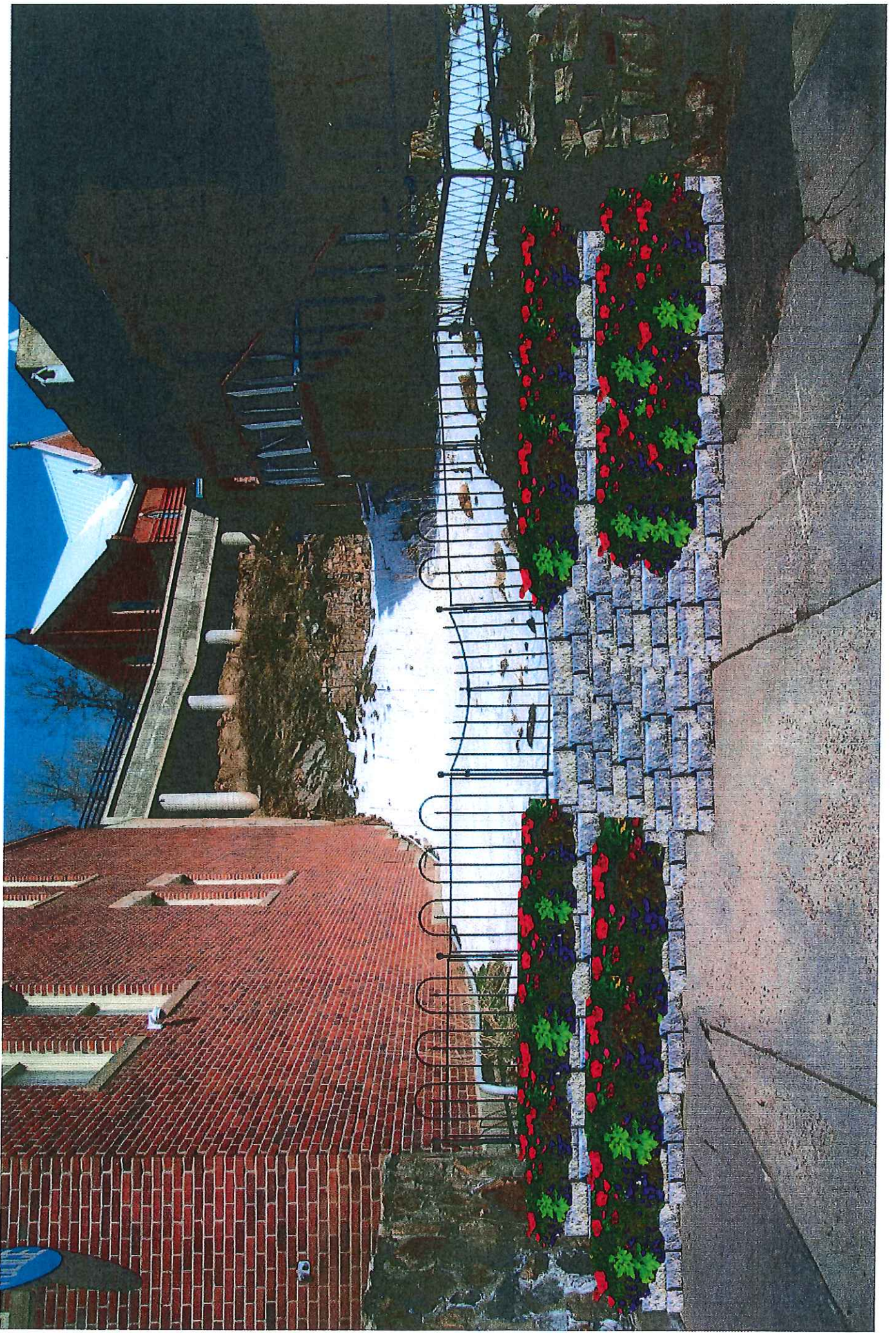
PO Box 249, 141 Nevada Street, Central City, CO 80427

Direct Line (720) 279-7330

(303) 582-5251 x402 * fax (303) 582-5210

www.cityofcentral.co

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AGENDA ITEM # 14

CITY COUNCIL COMMUNICATION FORM

FROM: Daniel R. Miera, City Manager

DATE: November 3, 2015

ITEM: Resolution No. 15-20: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CENTRAL, COLORADO ACCEPTING A PRIVATE MONETARY DONATION FROM AMOS B. CLARK JR. ON BEHALF OF A FAMILY WISHING TO CONTRIBUTE TO HISTORIC PRESERVATION IN CENTRAL CITY AND DECIDING ON THE ALLOCATION OF THOSE FUNDS.

NEXT STEP: Council Motion

☐ ORDINANCE
☒ MOTION
☐ INFORMATION

- I. **REQUEST OR ISSUE:** The proposed resolution recognizes a monetary donation from Mr. Amos Clark (representing several family members) in the amount of \$10,000. The funds are intended for historic preservation work in Central City, and the resolution seeks to expressly allocate said funds to Belvidere Theater improvements.
- II. **RECOMMENDED ACTION / NEXT STEP:** Move to approve Resolution 15-20.
- III. **FISCAL IMPACTS:** Acceptance and recognition of \$10,000 in unanticipated revenue for the Historic Preservation Fund, and a corresponding allocation of \$10,000 in unallocated expenses. The resolution calls for the funds to be allocated toward improvements to the Belvidere Theater.
- IV. **BACKGROUND INFORMATION:** Amos B. Clark, on behalf of he and his late wife Patty Clark (she passed away on June 27, 2015) and their family members, made a donation of \$10,000 to support historic preservation work in Central City.

Mr. Clark noted that Central City was a special part of their lives, and it was Mrs. Clark's wish to give back and support the part of the community she enjoyed most (its historic character).

As described in the letter from Mr. Clark (attached), the donation comes from:

- The Laird Family – G.M. Laird and Rae Laird, publishers of the Weekly Register-Call for ninety two (92) years.
- The Ress Family of Russell Gulch – Arthur Ress (father of Patty Clark) was born in Russell Gulch, and James Demoulin – son of Patty Clark (of the Ress Family).
- The Clark Family – Amos Clark, grandson of G.M. Laird, and Patty Clark, daughter of Arthur Ress.

Although the funds were not conditioned for use on any specific historic preservation project (Mr. Clark simply requested that the funds be “put to good use”), the Belvidere Theater project was briefly described and discussed with Mr. Clark, and he consented to the funds being used for that purpose. As such, the Resolution resolves to allocate the funds to the Belvidere Theater project.

V. **LEGAL ISSUES:** None

VI. **CONFLICTS OR ENVIRONMENTAL ISSUES:** None

VII. **SUMMARY AND ALTERNATIVES:**

Council may take one of the following actions:

1. Move to Approve.
2. Move to Approve with Amendments.
3. Move to Deny Request.

October 1, 2015

Enclosed you will find a check for \$10,000.00 to be used by the Central City Historic Preservation Commission for preservation work in Central City. You will notice that the check is signed by James DeMoulin, son of Patty Clark of the Ress Family of Russell Gulch.

This donation comes to you from:

The Laird Family.

G. M. Laird, Rae Laird, publishers of the Weekly Register-Call for ninety two years.

The Ress Family of Russell Gulch. (Patty's father was born in Russell Gulch).

The Clark Family.

Amos Clark, Grandson of G. M. Laird

Patty Clark, Daughter of Arthur Ress of Russell Gulch.

Patty passed away June 27, 2015.

Put it to good use!

Amos B. Clark
P. O. Box 527
Arvada, CO 80001
303-424-8144

JAMES A DEMOULIN
AMOS B CLARK JR
PO BOX 1597
ARVADA CO 80001-1597

DATE 10/1/15 97

PAY TO THE ORDER OF City of Central \$ 10,000.00
TEN THOUSAND DOLLARS

usbank. All of us serving you®
Preservation work
City of Central City

MEMO James DeMoulin MP

⑆102000021⑆ 103683567046⑈0097



AGENDA ITEM # 15

CITY COUNCIL COMMUNICATION FORM

FROM: Reba Bechtel, City Clerk

DATE: November 3, 2015

ITEM: Resolution No. 15-21: A resolution of the City Council of the City of Central, Colorado calling for a Special Mail Ballot Election to be held on Tuesday, February 2, 2016, to elect a successor Councilperson to serve the remaining unexpired term of the Council Seat vacated by Councilperson Gaines

NEXT STEP: Council Motion

☐ ORDINANCE
☒ MOTION
☐ INFORMATION

- I. **REQUEST OR ISSUE:** The proposed resolution sets the date and terms to hold a Special Mail Ballot Election.
- II. **RECOMMENDED ACTION / NEXT STEP:** Approve Resolution 15-21. Petition period will be from 11/4 to 11/23. (see attached election calendar)
- III. **FISCAL IMPACTS:** Preliminary cost is estimated at \$1,500 to \$2,000
- IV. **BACKGROUND INFORMATION:** Councilperson Gaines resigned her position on City Council effective 10/16/15. Section 3.6(c) of the Charter requires that this seat be filled by special election since the unexpired term is greater than 180 days. Section 31-10-907-913, C.R.S., governs the conduct of mail ballot elections for municipalities.
- V. **LEGAL ISSUES:** None
- VI. **CONFLICTS OR ENVIRONMENTAL ISSUES:** None
- VII. **SUMMARY AND ALTERNATIVES:**
Council may take one of the following actions:
1. Move to approve.
 2. Amend the Resolution
 3. Move to deny.

**DEADLINES FOR
MAIL BALLOT ELECTION DAY
FEBRUARY 2, 2016**

Date to be Completed	Days Before the Election	Task to Be Completed
Tuesday, Nov 3, 2015		Council Resolution to set election effective 11/4
Wednesday, Nov 4, 2015	91 Days (90)	1st Day to circulate Petitions
Monday, Nov 23, 2015	71 Days	Last day to turn in Petitions to City Clerk
Friday, Nov 27, 2015	66 Days	Last day to Cure Petitions
Monday, Nov 30, 2015	64 Days	Last day for write-in candidates to sign Candidate Affidavit
Tuesday, Dec 1, 2015	63 Days	Last day for candidates to withdraw from election
Tuesday, Dec 1, 2015	63 Days	Cancellation of election at close of business if only one candidate
Friday, Dec 4, 2015	60 Days	List of registered voters from County Clerk for UOCAVA
Friday, Dec 18, 2015	45 Days	Ballots mailed to UOCAVA voters
Monday, Jan 4, 2016	30 Days	Preliminary list of registered voters from County Clerk
Wednesday, Jan 13, 2016	20 Days	Supplemental list of registered voters from County Clerk
Wednesday, Jan 13, 2016	20 Days	Notice of election published
Tuesday, Jan 12, 2016	21 Days	FCPA DUE
Mon-Mon Jan 11/18, 2016	22/15 Days	Ballots mailed to all voters
Monday, Jan 18, 2016	15 Days	Appointment of Election Judges
Friday, Jan 22, 2016	10 Days-or prior	Notice of Election
Friday, Jan 29, 2016	Friday before election	FCPA DUE
Tuesday, Febr 2, 2016		Last day to register to vote at the County Clerk's Office or with the SOS
Tuesday, Febr 2, 2016		ELECTION DAY 7am-7pm
Monday, March 4, 2016	30 day after election	FCPA DUE

**CITY OF CENTRAL, COLORADO
RESOLUTION NO. 15-21**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CENTRAL,
COLORADO, CALLING FOR A SPECIAL MAIL BALLOT ELECTION TO BE HELD
ON TUESDAY, FEBRUARY 2, 2016, TO ELECT A SUCCESSOR COUNCILPERSON
TO SERVE THE REMAINING UNEXPIRED TERM OF THE COUNCIL SEAT
VACATED BY COUNCILPERSON GAINES**

WHEREAS, Councilperson Gloria Gaines resigned her position on City Council by written letter effective Friday, October 16, 2015; and

WHEREAS, City Council has reviewed the letter and desires to formally accept and acknowledge the resignation; and

WHEREAS, Section 3.6(c) of the City's Home Rule Charter provides that if a vacancy occurs in an elective office other than Mayor with a remaining unexpired term exceeding 180 days from the date of the vacancy, then the remaining members of City Council shall, by resolution at the next regular meeting of the Council, or at a special meeting called for the purpose, call a special election in the City to elect a duly qualified successor to serve the remainder of the unexpired term; and

WHEREAS, Section 3.6(d) of the Home Rule Charter provides that such election shall be held no later than ninety days after the passage of the resolution calling for the election; and

WHEREAS, City Council desires to call a special election in order to elect a successor Councilperson to serve the remaining unexpired term of the Council seat vacated by Councilperson Gaines; and

WHEREAS, Section 2-1-10 of the Municipal Code sets forth that City elections shall be conducted in accordance with the Home Rule Charter and the Colorado Municipal Election Code of 1965 (the "Municipal Election Code"); and

WHEREAS, Part 9 of the Municipal Election Code, specifically C.R.S. §§ 31-10-907 through -913, governs the conduct of mail ballot elections; and

WHEREAS, City Council desires to conduct the special election as a mail ballot election in accordance with the Municipal Election Code and other governing law.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CENTRAL, COLORADO, THAT:

Section 1. In accordance with Section 3.6 of the City of Central's Home Rule Charter, there shall be conducted a special election on February 2, 2016 to elect a successor to fill the remainder of the unexpired term of the Council seat vacated by Councilperson Gaines.

Section 2. As authorized by the Municipal Election Code, the special election shall be conducted as a mail ballot election in accordance with Part 9 of Article 10, Title 31, C.R.S.

Section 3. The City Council hereby designates the City Clerk as the election official responsible for conducting the election and supervising the distributing, handling, counting of ballots, and the survey of returns. The City Clerk shall be authorized to designate one or more designated depositories for the receipt of ballots, which must remain open until 7:00 p.m. on election day, and shall be further authorized to appoint election judges or other persons to: (a) supervise the designated depositories, if any; and (b) to take other actions as necessary for the proper conduct of the mail ballot election.

Section 4. **Effective Date.** This Resolution shall take effect at 9:00 a.m. on Wednesday, November 4, 2015.

INTRODUCED, READ AND ADOPTED AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF CENTRAL by a vote of _____ in favor and _____ against this 3rd day of November, 2015.

CITY OF CENTRAL, COLORADO

By: _____
Ronald E. Engels, Mayor

ATTEST:

APPROVED TO FORM:

By: _____
Reba Bechtel, City Clerk

By: _____
Marcus A. McAskin, City Attorney



To: Mayor and Council

From: Daniel R. Miera, City Manager

Date: November 3, 2015

Re: Staff Report

❖ **General**

- Conducted regular Staff Meetings (Weekly Management Team Meeting).
- Various meetings with council members, staff, and community members.
- Attended Rotary Meetings.
- Met with Amos Clark, the gentleman that provided the City with a \$10,000 donation to assist with historic preservation work.
- Upcoming (Tentative) Meeting Dates:
 - Tuesday, November 10th – Transportation Study Work Session (6pm)
 - Tuesday, November 17th – Budget Work Session (6pm) / Regular Meeting (7pm)
 - Tuesday, November 24th – Budget Work Session (6pm)
 - Tuesday, December 1st – Budget Work Session (6pm) / Regular Meeting – Budget Adoption (7pm)

❖ **Legal**

- Worked with City Attorney McAskin to finalize and execute the Agreements for the purchase of the Big-T Parking Lot, as well as the Fee Prepayment / Rebate Arrangement with GF Gaming.
- Continued working with the City Water Attorneys on water rights issues / cases.
- Worked with Consulting Attorney Todd Messenger to finalize the rewritten Sign Code (as amended by Council) for adoption.

❖ **Finance / Human Resources**

- Participated in my first Annual Performance Review with outgoing Councilor Gaines.
- Worked with Finance Director Adame to submit the FY2016 Preliminary Draft Budget to Council on October 15, 2015.
- Continued working with staff to prepare the FY2016 Draft Budget for distribution to the Council on November 3, 2015.
- Hired Ray Rears as the new Community Development Director (start date is Monday, November 2, 2015).
- In the process of hiring a Utilities Director (Water Department) to fill the vacancies left by Shawn Griffith (currently on contract) and Royce McClain (last day is October 30th).

❖ **Community Development / Planning**

- Reviewed Notice of Annexation from Black Hawk and submitted related Memo to Council.
- Received the Grant Agreement documents from DOLA for the Energy & Mineral Impact Grant we were recently awarded.
- Worked with the County and Jay Williams to complete the clearing of items out of the Belvidere Theater building (completed October 23, 2016).
- Met with Alex Thome and Rich Von Lührte of RNL to discuss a proposal for Planning Design Services.
- Met with the "Save the Belvidere" group to discuss planning efforts for the Belvidere Theater and other historic ("economic driver") properties.
- Met with property owners near Hooper St. to discuss property-line issues and potential development opportunities.

❖ **Intergovernmental**

- Attended the I-70 Coalition Meeting as the Alternate Member (Councilor Gaines).
- Attended the GAA Meeting as the Alternate Member (Councilor Gaines).
- Continued working with Black Hawk and our legal counsel to complete a Final Draft of the Joint Transportation Program IGA (anticipated adoption by Council in December).

❖ **Information Technology**

- Community Development Coordinator (CDC) Duffy completed the redesign of the City's website and has scheduled the launching of the new site for Tuesday, November 3rd.
- CDC Duffy developed a Central City Mobile Application ("App") that will provide various functionality/tools to individuals that choose to download it on their mobile devices (from available app stores and electronic or printed QR Codes). Although the options for its use are expansive, our primary objective at this point is to use it for marketing / advertising activities.

❖ **Public Services**

- Finalized and executed a MOU for the upcoming Transportation Study Project (New Mobility West Grant) – the consulting team will conduct a site visit and meet with various stakeholders over a three (3) day period ... Monday, November 9th, Tuesday, November 10th (Public Work Session with Council and Community), and Friday, November 13th.
- Public Works Director Hoover and I met with the government liaison from Xcel Energy.

❖ **Public Safety**

- Worked with staff and the media to address the incident that occurred in Golden on October 25th involving a Central City off-duty police officer.
- Attended a meeting between the CCFD and the Timberline Fire District to discuss service areas (challenges/opportunities).

City Clerk's Office

To: Mayor Engels, City Council, and City Manager Miera

From: Reba Bechtel, City Clerk

Date: November 3, 2015

Re: Bi-weekly Report

- Prep for Regular Council meeting
- Attended HPC meeting 10/14/15
- Work on upcoming special election for the vacant council seat
- Assumed duties as the Court Clerk
- Processed and issued the renewal for the Retail Gaming Tavern Liquor License for G F Gaming Corp dba Easy Street at 120 Main Street
- Misc information regarding: sign permits, special events, building permits, code questions, HP, records research, liquor, marijuana, and zoning information.

To: Daniel R. Miera, City Manager
Cc: Mayor and Council
From: Abigail R. Adame, Finance Director
Date: November 3, 2015
Re: Staff Report

➤ **Finance**

- Continued working with Caselle representatives in pulling the financial data being transferred from ADG to Caselle. Caselle Go-Live is scheduled for December 1.
- Continued working on the FY 2016 budget.
- Prepared 941s and State Unemployment Tax Reports.
- Processed Payroll and Accounts Payable.

➤ **Human Resources**

- Worked with representatives from Moody Insurance and Cigna to seek alternatives for decreasing the 2016 renewal quote for dental and vision insurance.
- Prepared a job announcement for the position of Community Development and Public Utilities Director and advertised the announcement. These positions have been filled.
- Coordinated the hiring of two individuals for the position of Municipal Service Worker.

PW Department

To: Mayor Engels, City Council, and City Manager

From: Sam Hoover, Public Works Director

Date: October 29, 2015

Re: Bi-weekly Report

- Prepared vehicles and equipment for the winter snow season
- Graded and placed new road materials on Barret Street, the dirt portion of First High, and started work on Academy Street
- Cleaned the ditch on Roworth Street
- Removed planters and flags from the downtown area and installed fall banners and Halloween decorations in their place
- Finished the FEMA projects for the season, some warranty work may occur next summer. Striping in the construction areas is scheduled for next week
- Created a pavement management program and are currently assessing street characteristics and conditions